

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF NEW YORK
3 Co. 1:19-cv-05491-AJN

4 - - - - -x
5 ALEXANDER NORRIS d/b/a WEBCOMIC NAME,
6 Plaintiff,

7 -against-
8 Marc Goldner, Individually and as Officer
9 of GOLDEN BELL ENTERTAINMENT, LLC,
10 a California company and GOLDEN BELL
11 STUDIOS, LLC, GOLDEN BELL ENTERTAINMENT,
12 LLC., a California Company and GOLDEN
13 BELL STUDIOS, LLC.

Defendants.

14 - - - - -x

15 August 24, 2022
16 10:05 a.m. (EST)

17 Video recorded Deposition of Marc
18 Goldner, the Defendant in the
19 above-entitled action, held at the above
20 time and place, taken before Garry J.
21 Torres, a Stenographer and Notary Public
22 of the State of New York, pursuant to the
23 Federal Rules of Civil Procedure, Notice
24 and stipulations between Counsel.

25 * * *

1 APPEARANCES:

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13 RYAN DOLAN, ESQ.

14 ALSO APPEARING:

15 FRANCELINA PERDOMO

16 ALLAN PALLER, VIDEOGRAPHER

17 * * *

STIPULATIONS

IT IS HEREBY STIPULATED AND AGREED, by
and among counsel for the respective
parties hereto, that the filing, sealing
and certification of the within deposition
shall be and the same are hereby waived;

IT IS FURTHER STIPULATED AND AGREED
that all objections, except as to form of
the question, shall be reserved to the
time of the trial;

IT IS FURTHER STIPULATED AND AGREED
that the within deposition may be signed
before any Notary Public with the same
force and effect as if signed and sworn to
before the Court.

* * *

1 THE VIDEOGRAPHER: Good morning.
2 We're going on the record at
3 10:06 a.m. on August 24, 2022. Please
4 note that this deposition is being
5 conducted virtually. The quality of
6 the recording depends on the quality
7 of the camera and internet connection
8 of the participants. What is seen
9 from the witness and heard on the
10 screen is what will be recorded.
11 Audio and video recording will
12 continue to take place unless all
13 parties agree to go off the record.

14 This begins media unit Number 1
15 of the video recorded deposition of
16 Marc Goldner taken by counsel for the
17 plaintiff in the matter of Alexander
18 Norris d/b/a Webcomic Name versus Marc
19 Goldner individually and as officer of
20 Golden Bell Entertainment et al. filed
21 in the U.S. District Court for the
22 Southern District of New York Case
23 Number 1:19-CV-05491.

24 This deposition is being
25 conducted virtually using virtual

1 technology. My name is Allan Paller
2 representing Veritext New York. I'm
3 the videographer and the court
4 reporter is Garry J. Torres also from
5 Veritext.

6 I am not authorized to
7 administer an oath, I am not related
8 to any party in this action nor am I
9 financially interested in the outcome.
10 If there are any objections to
11 proceeding please state them at the
12 time of your appearance.

13 And at this time counsel will
14 now state their appearance and
15 affiliations for the record beginning
16 with the noticing attorney.

17 MR. KUNST: Good morning. Kyle
18 Kunst of Gallet Dreyer & Berkey with
19 my colleague Francelina Perdomo, 845
20 Third Avenue, Fifth Floor, New York,
21 New York 10022 appearing on behalf of
22 plaintiff.

23 MR. FOX: This is Gerard Fox,
24 Gerard Fox Law. I'm here to defend
25 the deposition of Marc Goldner and I'm

1 here on behalf of the defendants.

2

3 M A R C G O L D N E R, the Defendant
4 herein, having first been duly sworn by
5 the Notary Public, was examined and
6 testified as follows:

7 EXAMINATION

8 BY MR. KUNST:

9 Q. Good morning, Mr. Goldner. Can
10 you hear me okay?

11 A. I hear you just fine. Nice to
12 see you again.

13 Q. Thank you. You too. And you
14 have had your deposition taken before,
15 correct?

16 A. I believe you had taken it once
17 before.

18 Q. Correct. Have you had any --
19 have you taken any other depositions aside
20 from the one I conducted?

21 A. No. Not to my recollection, no.

22 Q. Okay. I'm going to go over just
23 some of the ground rules for a deposition.
24 I'm sure you probably remember them, but
25 I'm nonetheless going to restate them.

1 When I ask you a question please
2 provide me a whole complete answer. No
3 shaking of the head uh-huh or huh-uh. If
4 you do that I'll ask you to clarify or
5 I'll say is that a yes, is that a no. I'm
6 not trying to be rude, but as you know
7 this is being recorded and we have to have
8 a full record.

9 Is there any reason you cannot
10 provide full and complete responses today
11 to questions based upon anything you may
12 have taken that would affect your memory?

13 A. I've just had a cup of coffee
14 which is half done today.

15 Q. Okay. If you need to take any
16 breaks that's fine. Let us know. Let us
17 know how long you want to take. If
18 there's a question pending you have to
19 answer the question first, but then we can
20 take a break.

21 A. Okay.

22 Q. And then again you recognize
23 that this is a virtual deposition and
24 we're all appearing via Zoom, correct?

25 A. Correct, yes. I would have --

1 Q. Where are you currently
2 physically located?

3 A. I am at my parents' house, 15
4 Peacock Drive, Roslyn, New York 11576.

5 Q. Is there anyone in the room with
6 you that we can't see?

7 A. No. I can spin the camera
8 around if you'd like.

9 Q. No. And are there any documents
10 near you pertaining to this case?

11 A. No. I have my phone on the
12 table which is on airplane mode, car keys,
13 my sunglasses, a bottle of water and a
14 coffee.

15 Q. I'm just going to go over some
16 background information. I'm sure you
17 remember this as well, but can you just
18 give me a brief history of your education
19 leading up to all degrees you currently
20 hold?

21 A. Sure. Sure. So I believe last
22 time we spoke I was concurrently doing the
23 four degrees. I guess is timeline
24 chronological best for you?

25 Q. Yes, please. Let's start with

1 high school on forward?

2 A. Sure. So I went to Roslyn High
3 School in Roslyn Heights. I had graduated
4 I believe in May or June of 2008. I then
5 proceeded to go to undergrad. I had a
6 couple of working stints in between. I
7 had worked in water purification very
8 briefly and then I had wound up going to
9 the Ohio State University in undergrad.

10 I had -- went to the Fisher
11 College of Business. I had majored in a
12 research distinction in entrepreneurship
13 in conjunction Glenn School of Public
14 Policy where I had done research on
15 patents, intellectual property on
16 different types of future type --
17 futuristic type technologies.

18 I worked with Dr. Harris Kagan
19 at the holography lab which was moved from
20 New York to the Ohio State holo lab and,
21 yeah. I was at Fisher till 2015. I
22 graduated 2015 and graduated magna cum
23 laude.

24 And then I had taken a few years
25 off as I was starting the business, the

1 businesses with Rachel and Rob, first
2 started Golden Bell Entertainment and
3 Golden Bell Studios and then a bunch of
4 things in between and after and then I
5 believe it was 2019 that I had decided to
6 apply to the University of Connecticut
7 School of Law.

8 I had gotten in and I had went
9 as of August 2019. I had went for -- I
10 began one year. I had applied to the
11 Hinkle Entrepreneurship Award. I had won
12 that in my 1L and I had focused on legal
13 innovation software called Access to
14 Justice in my docket which is something
15 similar to My Chart. There was a small
16 scholarship grant. I believe it was
17 \$5,000 plus legal work on patents. Don't
18 quote me on the 5,000. It could have been
19 a little bit more. Maybe it could have
20 been 7500. I don't recall. I'd have to
21 check.

22 And then I was -- it was I
23 believe December of 2019 or it could have
24 been January. I was sitting in civil
25 procedure talking with one of my

1 professors Jennifer Mailly and I had
2 decided to pursue a joint degree either an
3 MBA or an MPA because UConn Law had a dual
4 degree program where you can essentially
5 get a second degree for just an extra year
6 rather than two years.

7 I had met with the business
8 school. I believe I went with my mom to
9 visit that school and the director of the
10 business program of the MBA at UConn said
11 nearly verbatim, he recommends me not
12 going because I would be very bored
13 because it was a very introductory MBA for
14 people that were not working. I was
15 already working full time in between 100,
16 120 hours a week prior to law school.

17 From there I kind of pushed the
18 MBA aside and I wound up meeting with the
19 advisor of the MPA program which is the
20 master of public administration. I had
21 then went to the school which was in
22 Hartford in the city proper where Uconn is
23 just like I think in West Hartford or five
24 minutes outside of the city and I had -- I
25 want to give you the exact chronology

1 here.

2 I had met with the director and
3 I think the dean of the program or maybe
4 it was the lead advisor. I don't remember
5 exactly who it was, but they had wanted me
6 to come to study there. They said just
7 put in an application. You're essentially
8 not like officially accepted
9 quote/unquote, but you have a very good
10 chance and you're the type of student that
11 we like to see here.

12 I had then kind of done a lot
13 more research over the next couple of
14 months about the MPA programs and I had
15 realized that just based on my interest
16 with different types of policy,
17 technology, innovation, where intellectual
18 property is moving, to explore other
19 degree programs outside of the dual degree
20 offered at UConn.

21 From there I wound up applying
22 to Columbia's SIPA, The School of
23 International Public -- and Public Affairs
24 at Columbia University in New York.

25 I concurrently applied to the

1 University of Pennsylvania's graduate
2 school of education dual degree program
3 between GSC and the Wharton School which
4 is jointly conferred between the two
5 schools and has a program with the
6 Weitzman Design. I think Weitzman Design
7 School where it's like design thinking and
8 things like that, not engineering and then
9 I had also applied to TRIUM's global
10 executive MBA which is a jointly conferred
11 degree between three of the leading
12 business institutions; New York
13 University's Stern School of Business, HEC
14 Paris and the London School of Economics.

15 Q. So what degrees -- then aside
16 from your undergrad degree at Ohio State
17 what degrees do you currently hold?

18 A. So since we last spoke I
19 finished up a couple of things a little
20 bit earlier than expected. I graduated
21 the University of Pennsylvania's GSC
22 Wharton program with a masters of science
23 and education in entrepreneurship. I had
24 graduated with a 3.97 GPA. I have also
25 graduated TRIUM's Global Executive MBA so

1 I hold an MBA from TRIUM. There I was the
2 elected academic class rep and I'm leading
3 a lot of alumni efforts between the three
4 schools and I should be completing
5 Columbia's SIPA, the executive MPA program
6 in December which is about a year earlier
7 than I expected because I had taken four
8 classes this summer in UN and development,
9 international relations, the security
10 course that's required and oh jeez, and
11 the economics course. So I have --

12 Q. How do you spell TRIUM?

13 A. T-R-I-U-M.

14 Q. Okay. Okay. Have you
15 identified for us all the degrees you
16 currently hold?

17 A. Yes, the MBA and masters in
18 science and education and in progress is
19 the JD at UConn Law and MPA at Columbia.

20 Q. Got you. Okay. And you are
21 also a member and co-founder of Golden
22 Bell Entertainment, LLC, correct?

23 A. That is correct, yes.

24 Q. And you are also a member and
25 co-founder of Golden Bell Studios, LLC,

1 correct?

2 A. Yes, that's correct.

3 Q. Can you tell me when Golden Bell
4 Entertainment was first created?

5 A. So are you asking when was it
6 created conceptually, was it
7 foundationally created? I mean I --

8 Q. Foundationally, if you can just
9 give me --

10 (Whereupon, simultaneous
11 conversation took place disrupting the
12 record, and the court reporter
13 requested one person speak at a time
14 without interruption from anyone
15 else.)

16 Q. My question was just
17 foundationally, year, date, day, month if
18 he has it.

19 A. So it was about the spring of
20 2014 towards the end of the semester at
21 Ohio State. I was walking Rachel back
22 home. I had lived on I believes it was 20
23 East 14th Street --

24 Q. Oh, no no no no. You've
25 misunderstood my question. I don't want

1 to know when it was conceived. I want to
2 know when the actual filings were made to
3 create it as its own separate entity?

4 A. Well, that's a tricky question
5 because since Rachel, Rob and I were all
6 working together prior to the formation
7 and we were creating copyrighted works
8 which were later assigned, the assignment
9 dates for the creation of intellectual
10 property that we created date back to 2014
11 regardless of the formation docs of the
12 LLC so --

13 Q. Okay. When were the foundation
14 docs filed to create Golden Bell
15 Entertainment?

16 A. I believe the formation docs
17 were filed I think with Legal Zoom or one
18 of those business -- the legal business
19 services. I think it was in April of 2015
20 because we joked that it was on Rob's
21 birthday. I think it was April 18th of
22 2015 is when it was filed. We were
23 seniors in undergrad. All three of us
24 were seniors in undergrad.

25 Q. Same question regards to the

1 filing date to create Golden Bell Studios,
2 LLC?

3 A. I believe that was October of
4 2016. Don't quote me, but I think it was
5 maybe, like, October 8th or 10th. Around
6 there.

7 Q. Who are the other members of
8 Golden Bell Entertainment, LLC?

9 A. So Rachel and Rob are the UBOs,
10 the other members of the company.

11 Q. And can you spell Rachel's last
12 name for the record?

13 A. Yes. K-O-R-S-E-N.

14 Q. And can you spell Rob's last
15 name for the record?

16 A. Gross like how something is
17 gross.

18 Q. G-R-O-S-S, correct?

19 A. Yes.

20 Q. Now, when did you come to meet
21 Alexander Norris?

22 A. So I had met Alex. I had
23 actually not known Webcomic Name or
24 Alexander Norris prior to meeting Jason
25 Wiseman. So Jason Wiseman was at the time

1 one of our game designers who brought in a
2 ton of games that he claimed he had
3 100 percent free reign over to do whatever
4 he wanted -- anything from games, stuffed
5 animals, fidget spinners, snap bracelets,
6 books -- and he had introduced us to Alex
7 months later after signing with him where
8 we had acquired Pretending to Grownup
9 where Alex was a guest artist where Alex
10 had drawn a Webcomic Name guest artist
11 card which was called "Unexpected
12 Pregnancy." And that card, he had signed
13 full ownership to Jason to do anything in
14 terms of any future use.

15 In that time, Jason was working
16 on -- we were working together on the
17 Pretending to Grownup fulfillment. Jason
18 was working on the Turtles Riding Airships
19 game with Peter Chiykowski; on Parenting
20 is Easy with Christopher Grady who has the
21 comic Lunarbaboon which is one of Golden
22 Bell's properties that we acquired from
23 Chris and from Jason; and with Alexander
24 Norris on a game for Webcomic Name and a
25 stuffed animal and branding line of

1 merchandise including T-shirts, an option
2 on a book and -- amongst other things.

3 We had not spoken with Alex
4 until June 25th or June 27th of 2017. It
5 was about six months or so after speaking
6 with Jason; however, my business partner
7 Rob had met Jason Wiseman at a convention
8 called PAX East years prior and had always
9 been a fan of Jason's work, as a fan, had
10 played I think one of his games, Drinking
11 Quest, which was one of Jason's first,
12 like, really popular games. And then it
13 was -- yeah, it was kind a joint
14 collective idea to reach out to Jason, see
15 if we could kind of collaborating, working
16 together. And in that time, that's kind
17 of -- Jason was the introduction to this
18 where, yeah, he had told us that he had
19 the rights 100 percent free reign on
20 Webcomic Name, that he can do whatever he
21 wanted with it, and this was all produced
22 in discovery. I mean, these are emails
23 from Jason, from his words, quote,
24 100 percent free reign, and then he lists
25 the things that he has 100 percent free

1 reign on.

2 So honestly, Kyle, it seems like
3 you're suing the wrong person but I guess
4 I'm not a lawyer so I can't really tell
5 you and your client what to do. But it
6 seems like there's a little bit of a
7 misunderstanding in terms of who actually
8 is, like, the culprit here.

9 Q. Okay. I'm going to show you a
10 document -- actually, first, what I'm
11 planning on doing is uploading these so
12 that all parties to this Zoom have a copy.
13 Let me make sure I have this correct.

14 A. I don't see it. Where are you
15 uploading it?

16 Q. I'm uploading it to the chat
17 box, but I'm also going to be doing a
18 share screen as well so that everyone has
19 a copy. Okay?

20 Mr. Goldner, can you see the
21 document that's up on the share screen
22 right now?

23 A. It's downloading very slowly.

24 Q. I have it up on the share
25 screen. Rather than attempting to

1 download the document, I have the same
2 document up on the share screen. Can you
3 see it?

4 A. Yes.

5 THE WITNESS: Jerry, can you
6 confirm it's the same document that's
7 downloaded?

8 Q. If you prefer to download the
9 document, there's no problem. You can do
10 that as well.

11 THE WITNESS: Jerry, you're on
12 mute by the way.

13 MR. FOX: I did that on purpose.
14 Yeah, it looks like it's the
15 same document.

16 THE WITNESS: Okay.

17 A. All right.

18 Q. All right. So, Mr. Goldner, you
19 had earlier discussed, I think, entering
20 into a contract with Mr. Wiseman?

21 A. Yes.

22 Q. Is this that -- is this that
23 contract that's up on the screen?

24 A. Well, I mean, there were several
25 drafts we had negotiated with Jason,

1 several drafts on email, on phone calls.
2 There were tons sent back and forth. Can
3 we scroll down to the signature page to
4 ensure this is the final agreement?

5 Q. Sure.

6 MR. FOX: And you have the right
7 to read any of these documents for as
8 long as you want when a question's
9 asked about them and ask for them to
10 be fully scrolled or to take a break
11 and have the document sent to you and
12 read it.

13 THE WITNESS: Yeah, this is a
14 long document.

15 A. But for the most part I know
16 everything about this. Always good to
17 refresh and clarify, though. Okay. That
18 looks authentic.

19 Q. Okay. We're on page 6 of 26.

20 MR. KUNST: And for the record
21 I'd like to mark this document as
22 Exhibit Number 1.

23 Q. Mr. Goldner, up on the screen,
24 page 6 of 26 of Exhibit 1, is that your
25 electronic signature at the bottom of this

1 document?

2 A. Yes. This was conducted on
3 HelloSign which should be on the last
4 page. Yes.

5 Q. Okay. And did you draft this
6 document?

7 A. Jason and I drafted it together
8 so it was -- we both had written
9 provisions and edited it together.

10 Q. Who made the first draft of this
11 document?

12 A. Either myself or someone at the
13 company. This is six years ago so I don't
14 want to say I 100 percent wrote the first
15 draft. I definitely was part of it.
16 There have been so many changes to this
17 agreement through the years that -- Rachel
18 can have suggestions. Rob has had
19 suggestions. We've had attorneys that
20 have had suggestions. We've had creators,
21 designers like Jason that have had
22 suggestions to change, improve, make more
23 clear. So I don't know if that answers
24 your question.

25 Q. Well, you said that this

1 document was signed six years ago. I
2 would note, the first line, it says it's
3 made February -- early February 2017 was
4 what I said.

5 A. Five and a half years ago. I
6 apologize.

7 Q. That's fine.

8 Around the time that this
9 contract was created, how many employees
10 did Golden Bell Entertainment, LLC, have?

11 A. I don't see how that's relevant
12 whatsoever. Are you trying to fish for
13 information from the other case for
14 pervis? This is not an employment related
15 case, and no one here is an employee in
16 this contract. So that seems completely
17 irrelevant.

18 MR. FOX: You actually -- yeah
19 you --

20 Q. You're still required to answer
21 the question --

22 MR. FOX: Yeah, we can -- just
23 so you know, we can move at the time
24 of trial to, you know, argue that
25 something's irrelevant but for

1 deposition purposes there's a pretty
2 broad spectrum that's allowed. Not
3 wildly irrelevant but, you know, how
4 many employees and things like that, I
5 mean, you can answer that or estimate
6 it.

7 A. I don't recall how many
8 employees that we had at the time of the
9 signing of this contract. I'd have to
10 check with the accountants, and you should
11 have the accounting records, if there's
12 any 1099s or W2s that were filed which
13 you've already subpoenaed. So I can't
14 state accurately how many employees we had
15 at that time.

16 Q. Well, who other than you around
17 the time that this contract was entered in
18 to would take part in drafting it that
19 worked for Golden Bell Entertainment, LLC?

20 A. I don't recall the exact time of
21 when someone like Jim -- Jim was our first
22 and -- employee that we had brought on,
23 Jim Coyne, who we also -- you know about
24 very well. Jim could have been involved.
25 I just don't remember. I mean, this is

1 five and a half, six, almost six years
2 ago.

3 Q. Would Rachel Korsen be involved
4 in drafting contracts like this?

5 A. I mean, Rachel definitely had a
6 lot of editorial input. She has a
7 brilliant legal mind. She has, I guess, a
8 mind for being able to identify anything
9 that's not clear to make things more
10 clear. So she absolutely could have been
11 involved in some provisions of the
12 contract. I don't remember which ones.

13 Q. And same question with respect
14 to Rob Gross?

15 A. Rob, same thing, another guy
16 that's -- brilliant legal mind. He has a
17 knack for detail and being able to make
18 sure everything is as crystal clear as
19 possible in making sure that the designers
20 and creators we signed understood what
21 they were signing and wanted to make
22 things as clear and upfront as possible in
23 the agreements. So he definitely had
24 editorial legal input. Whether you
25 consider that drafting or not, I -- again,

1 I'm not a lawyer so --

2 Q. So I guess, as you sit here
3 today other than yourself you don't recall
4 who, if anyone, assisted you in drafting
5 Exhibit 1; is that accurate?

6 A. No, it's not accurate. I
7 literally said that I'm sure that other
8 people did. I don't remember exactly who.
9 I'm sure we had one of our attorneys look
10 it over as well, but again, I do not
11 remember who.

12 Q. Okay. So it's accurate that you
13 don't recall who else may have assisted
14 you in drafting this then, correct?

15 A. Well, I'm telling you who likely
16 was. I'm not 100 percent sure.

17 Q. Okay. So you'll note in the
18 first paragraph of Exhibit 1, the second
19 sentence starts, with respect to the
20 production of the properties tentatively
21 entitled, and then it lists a number of
22 properties --

23 A. Yep.

24 Q. -- among which are Webcomic Name
25 Game, correct?

1 A. Yes, correct.

2 Q. Okay. Now, can you tell me what
3 the purpose of this agreement was with
4 respect to Webcomic Name Game?

5 A. So --

6 MR. FOX: I'm going to object.
7 The document speaks for itself, and,
8 you know, I'll make that objection.

9 THE WITNESS: Should I still
10 answer?

11 MR. FOX: Yeah. Yeah, you have
12 to answer unless I instruct you not to
13 answer. These are objections for
14 purposes of --

15 THE WITNESS: Okay.

16 A. I mean, I think it's pretty
17 straightforward in that we're having this
18 conversation. I am a little bit
19 flabbergasted --

20 MR. FOX: No. No. You can't
21 comment on questions. You just have
22 to answer them. It'll be a long day
23 if you do that.

24 THE WITNESS: I apologize.

25 A. It says purchase agreement at

1 the top. This is a purchase agreement.

2 Q. Okay. So by your answer I
3 understand you're saying you were
4 purchasing Webcomic Name Game from Jason
5 Wiseman, is that correct?

6 A. No. No. No. We were
7 purchasing the assets for Pretending to
8 Grownup, all the intellectual property for
9 Pretending to Grownup, anything relating
10 to Pretending to Grownup, Parenting,
11 Turtles Riding Airships, Webcomic Name
12 Game. The key words there are
13 "tentatively entitled," and because we
14 have final editorial we are able to make
15 those names whatever we choose based on
16 the assets provided.

17 So in Parenting, Parenting is
18 not called Parenting at the end of the
19 day. We had wound up signing an agreement
20 with Christopher Grady who created
21 Lunarbaboon and that tentatively entitled
22 Parenting has changed to Lunarbaboon's
23 Parenting is Easy, which we own
24 Lunarbaboon, we own Parenting is Easy, we
25 own the Anxiety Troll, all the assets that

1 are part of the game, Parenting is Easy,
2 that was originally Parenting, and we have
3 a great relationship with Chris. We're
4 publishing one of his comics. We're about
5 to do another comic. We co-wrote a
6 children's book together that I had come
7 up with called ABCs of Parenting. We had
8 made the Anxiety Troll stuffed animal
9 plush. We are about to publish the board
10 game Parenting is Easy, which has been
11 worked on for quite a long time.

12 And that same line of logic
13 applies exactly to Webcomic Name where we
14 were making a game for Webcomic Name, we
15 were making stuffed animals which Alex
16 knew about because he designed the
17 original designs for the stuffed animals
18 that were sent and said he loved them and
19 was excited about them. He knew we had an
20 option on Webcomic Name because he emailed
21 us first about the option and said that
22 you have an option on my future book.

23 He then signed another agreement
24 with a publisher, Andrews McMeel, after he
25 signed with us, breaching 3D of our

1 contract with him, saying that we have an
2 option but that he wound up trying to get
3 out of our contract, going and
4 circumventing us to another publisher.

5 So I think it's pretty clear
6 that this was a purchase agreement and
7 Jason had said that, again, prior to us
8 signing this, that he had 100 percent free
9 reign on these properties including
10 Webcomic Name which we produced in the
11 discovery.

12 So the mindset that we had was
13 that we went into this negotiating a
14 contract with some of these artists like
15 Chris, like Peter, like Alex -- Alex
16 Norris, that we had owned the rights
17 already and that we were just essentially
18 saying we love Alex, we love his work, we
19 think it's really funny. I mean, I think
20 Webcomic Name is hilarious. I think the
21 existentialism and the humor that is
22 portrayed is extremely funny so we wanted
23 to be a very creative, friendly company.
24 We wanted to work with the creators. We
25 didn't want to be like a big Disney

1 behemoth where we -- or a Marvel where we
2 just acquire a property and then kick the
3 creators to the curb. We wanted to work
4 with our artists so that they can continue
5 the brand rather than going to hire
6 someone else to go write Webcomic Name
7 panels for a game or for an animation that
8 we had planned on doing that we told Alex
9 was part of the media provision --

10 Q. So it's -- I'm going stop you
11 because I don't think you're responding to
12 anything. So when you -- I think your
13 testimony is that you learned at some
14 point that Jason did not possess
15 100 percent interest in Webcomic Name Game
16 or am I misconstruing that? And if I am,
17 please tell me how.

18 A. I am not an attorney. I don't
19 know if there's an agreement between Jason
20 Wiseman and Alex Norris. He told me that
21 at one point he had agreements with the
22 artists. The only agreement that has been
23 produced to me from Wiseman was the guest
24 artist contract which we produced between
25 Jason Wiseman and Alex Norris for the

1 guest card for Pretending to Grownup which
2 granted any future use.

3 So maybe in Jason's mind that
4 means that he was -- that he owned the
5 copyright and that card was -- that
6 contract transferred the card art which
7 transferred the copyrights. We had said
8 that this would be a full form agreement
9 with Alex and we wanted to work with him,
10 and there had been numerous addendums with
11 Jason relating to this issue.

12 So no, I'm not saying I don't
13 think Jason didn't own the rights. I
14 think Jason definitely owned some rights
15 to something. At what point in time did
16 they transfer? I don't feel comfortable
17 saying. I'm not an attorney and I can't
18 make that legal distinction.

19 Q. So I scrolled down to
20 paragraph H of Exhibit 1. Do you see that
21 up on your screen?

22 A. Yes.

23 Q. Can you take a look at the --
24 read the first sentence, please?

25 A. The creator will receive a

1 \$6,250 upfront advance against net sales
2 royalties within 30 days of the company
3 receiving the final files noted above for
4 Turtles Riding Airships for a game created
5 with artist Alex Norris of Webcomic Name
6 paid by the company.

7 Q. So it seems like at least as of
8 the date this agreement was signed you
9 were aware that Alex Norris was associated
10 with Webcomic Name, correct?

11 A. Jason introduced us to Alex
12 Norris in the email that we produced to
13 you saying that we should check out
14 Webcomic Name and here is the link to it.

15 So he referred to Alex Norris of
16 Webcomic Name. He also referred to Chris
17 Grady of Lunarbaboon. That's just a way
18 to talk. It's a marketing -- it's a
19 mechanism for marketing. It's not that
20 uncommon. Like, if I work at Goldman
21 Sachs, like, I would say that I work at
22 Goldman Sachs. I mean, it's not something
23 so outrageous. He had other comics so we
24 wanted to delineate that this wasn't Alex
25 Norris of Dorris McComics or of How to

1 Love or of Hello World.

2 So he was being very specific
3 that this was his pseudonym of the comics
4 for Webcomic Name and that it was being
5 delineated that this is about Webcomic
6 Name, not about the other comics which
7 were already on WEBTOON. And WEBTOON had
8 obviously had an agreement with Alex
9 because he's -- they're a publisher, a
10 digital comics publisher.

11 Q. So let me ask you this: Why was
12 it important to delineate Alex Norris as
13 associated with Webcomic Name rather than
14 the other comics you just listed?

15 A. Well, that's untrue because in
16 the clause right below it it says, for a
17 game developed with artist Christopher
18 Grady of Lunarbaboon.

19 So this is a very consistent
20 message throughout. You're taking
21 something --

22 Q. Right. But my question, again,
23 is about -- it's about Alex Norris of
24 Webcomic Name, and so you just identified
25 a number of other works that Alex Norris

1 either created or maybe associated with
2 and I'm wondering why Alex Norris of
3 Webcomic Name was used rather than any of
4 the other particular works he had created?

5 A. Because we were acquiring and
6 purchasing Webcomic Name. Is that what
7 you're asking? I mean, I'm sorry if I
8 don't understand, but --

9 Q. No, that's fine. If that's your
10 answer, I understand.

11 MR. FOX: Yeah -- it's really
12 important to the deposition -- I'm
13 speaking to my client, Marc -- that
14 you know, that you simply answer the
15 questions. There's no jury, there's
16 no judge here. Editorializing,
17 commenting just makes it a long day,
18 makes the transcript more expensive.
19 So just try to listen, pause, answer
20 the question straight on. Don't
21 editorialize, don't comment.

22 All right. Let's go.

23 THE WITNESS: Okay.

24 MR. FOX: Let's go forward.

25 MR. KUNST: Thank you.

1 Q. So do you recall reaching out to
2 Alex -- well, I guess -- actually, strike
3 that. Never mind.

4 So I'm going to take Exhibit 1
5 down. So if Golden Bell Entertainment was
6 obtaining Webcomic Name from Jason
7 Wiseman, why was it necessary to enter
8 into a later agreement with Alex Norris
9 for Webcomic Name Game and the
10 collaboration?

11 A. Sure. Sure. So I had mentioned
12 it previously, but I'm happy to kind of
13 reiterate. So it's multipronged of why
14 that was done. First, we didn't find
15 Jason's contract to be all-encompassing
16 where it said any future use, but we
17 wanted other classifications in order to
18 make sure Alex would still be compensated
19 outside of just games, for instance. So
20 we had wanted to work with Alex, like I
21 said, where we didn't want to go hire
22 another artist. And why would we pay Joe
23 on the streets who has never been involved
24 or passionate about Webcomic Name and pay
25 him \$5,000, \$10,000 to make a game when we

1 can go give that money to Alex who,
2 obviously, I would assume, likes the brand
3 because he made it originally. And we
4 gave him that money to create the games.
5 Same thing about how, like, on Marvel,
6 they have -- they can acquire something,
7 and then they're paying one of their
8 artists like Jack Kirby to continue making
9 comics or like how he goes to DC and makes
10 The New Gods, and then he's paid to
11 continue making those.

12 So Jason, in Alex's contract it
13 says that Jason is to pay Alex for the
14 royalty on the game, but in that same
15 contract it says that Alex is the one that
16 gets the majority of the stuffed animal
17 between Jason. They might think it's,
18 like, five percent of the stuff animal
19 royalties, but then Jason is negotiating,
20 saying he wants two percent of the
21 Webcomic Name, all things relating to it
22 like the stuffed animals or the fidget
23 spinners that he suggests.

24 And then with Alex, we wanted
25 him involved, and that's why in 2B we have

1 things like animation rights, other
2 ancillary rights like publishing rights,
3 and we wanted to do a book with Alex.

4 So we could have gone to do a
5 book on our own. Like, we could do that
6 with Lunarbaboon, but why would we? I'd
7 rather -- but yeah. We wanted to work
8 with Alex on, like, a book like we did
9 with Lunarbaboon. It's more fun to
10 collaborate, write with someone else, come
11 up with something. We're not just
12 publishers or distributors.

13 As I said earlier, we're also
14 creators. Rachel's an artist. Rob and I
15 are writers so this isn't something coming
16 out of nowhere. Like, one of our taglines
17 for the company is "a company for creators
18 by creators." So this is not, like,
19 something out of the blue where we're
20 just, like, a publisher/distributor
21 approaching them. We're also --

22 Q. Okay. I'm going to put another
23 exhibit up on the screen.

24 A. Okay.

25 Q. Mr. Goldner, I've put another

1 document up on the share screen --

2 A. Yes.

3 Q. -- and I've also added it to the
4 chat function.

5 A. Okay.

6 Q. Do you see the document that's
7 up on the share screen right now?

8 THE WITNESS: Jerry, am I good
9 to review this?

10 MR. FOX: Yeah, with all these
11 documents you can ask him to scroll it
12 for you or to have time off the
13 record. We can take a break and you
14 can read the whole document. You're
15 allowed to read the whole document,
16 not just the parts that he puts on the
17 screen.

18 THE WITNESS: Okay. I guess you
19 want me to read this for a minute.

20 A. I mean, I remember this email so
21 I don't really need --

22 MR. FOX: It's up to you.

23 A. Yeah, I mean, that's up to you,
24 Kyle. This is not something that's
25 unusual.

1 Q. No, that's fine. So you just
2 said you recall this email, correct?

3 A. Yeah.

4 Q. Okay. I'm going to mark this
5 document as Exhibit 2, and I'll be clear,
6 the email that's up on the screen on this
7 two-page document is an email from Alex
8 Norris to you on Monday, July 3rd, 2017,
9 correct?

10 A. July 20. I was scrolled down a
11 little bit because I downloaded it. Yes,
12 July 3rd, 2017, correct, and then I
13 responded on July 11th, 2017, at 3:27 p.m.

14 Q. Okay.

15 A. Yes.

16 Q. So if we scroll up from
17 Mr. Norris's July 3, 2017, email on
18 Exhibit 2, we reach your response to
19 Mr. Norris on July 2017 --

20 A. Yes.

21 Q. -- July 11, 2017, correct?

22 A. Correct.

23 Q. Okay. And in Mr. Norris's email
24 from July 3, 2017, he voices concern with
25 the zero percent copyright clause in the

1 contract, correct?

2 A. I don't know if this is concern.
3 Can you quote exactly what you're talking
4 about? He says it's a query --

5 Q. Okay. Well --

6 A. -- concern.

7 Q. Sure.

8 A. It's a question. "Query" is a
9 question. Doesn't mean he's concerned
10 about it.

11 Q. Okay. So he notes, quote,
12 obviously the game will heavily feature
13 elements that are part of Webcomic Name
14 already and I want to make it clear that
15 in no way does Golden Bell take ownership
16 of any of the characters, images or story
17 content except in its application in a
18 tabletop game. At the moment the wording
19 is very broad and could apply to Webcomic
20 Name in general rather than simply in
21 relation to a tabletop game. I will be
22 working with publishers on a book and I am
23 going to send them a copy of the contract
24 before signing to make sure there is no
25 breach of my contract with them.

1 Obviously the book and tabletop game are
2 very separate, but will contain the same
3 elements and I don't want signing this
4 contract to come back and bite me in the
5 future, end quote.

6 Correct, that's what he wrote in
7 that email?

8 A. That is what he wrote, and I
9 think you're misconstruing what he wrote
10 and what we had thought --

11 MR. FOX: Okay. Guys, I'm going
12 to object here. Number one, Counsel,
13 document speaks for itself. Getting
14 him to agree what the document says is
15 a waste of our time.

16 And, Marc, you're not here to
17 argue with him. So you just -- if he
18 asks a question about a document, you
19 can simply state the words in the
20 document. You're not there to
21 interpret them or to agree with his
22 argument about them which is -- he
23 should be saving that for court. You
24 shouldn't be arguing with him, all
25 right?

1 THE WITNESS: Right.

2 MR. FOX: Thanks.

3 A. I'm not trying to be
4 argumentative, Kyle, so I'm sorry if
5 you --

6 Q. Okay. And so in response to
7 this email you write, I am resending the
8 contract with now -- with this new
9 language and also specified it's for game
10 and stuffed animal, period.

11 Correct?

12 A. That is what it says but there
13 is more to that. There is more to that
14 email so you're taking that one sentence
15 out of --

16 Q. Sure. Like your attorney said,
17 it's an exhibit now. So let's go ahead
18 and look at the next line. It's, one,
19 artist has the right to pursue his comic,
20 Webcomic Name, outside the context of this
21 agreement, period.

22 And was language, was that exact
23 language later added to the collaboration
24 agreement that was signed between Golden
25 Bell Entertainment and Mr. Norris?

1 A. So what was added was pretty
2 simple, outside the context of agreements,
3 is we weren't going -- like, we weren't
4 harming Alex or taking away his
5 livelihood. So we were specifying that
6 we're essentially, like, living with our
7 creators. We're admiring them. He was
8 free to make money on Patreon or to
9 continue selling at conventions --

10 Q. Hold on a second, Mr. Goldner.
11 Hold on a sec. My question is a little
12 different. My question is: Was the
13 language set forth in this email -- Number
14 1, ARTIST has the right to pursue his
15 comic, Webcomic Name, outside the context
16 of this agreement -- added to the
17 collaboration agreement that was later
18 entered into between Golden Bell
19 Entertainment and Mr. Norris?

20 MR. FOX: And, Marc, that's a
21 yes-or-no question, and, you know, if
22 you have to look at the other
23 agreement to see if that exact
24 language is in it, you're allowed to
25 take a break to do it.

1 A. Just note that that was added
2 after in order to allow him to work on his
3 other comics.

4 Q. Okay. What other comics are you
5 referencing when you say, "work on his
6 other comics"?

7 A. So in our first recorded call
8 that you -- we have produced, he also
9 works with WEBTOON and was salaried there
10 for Hello World and -- I think which is
11 part of Dorris McComics -- and How to
12 Love. So from my memory, there are things
13 that he can make, like, money from payment
14 gateways for people to read his digital
15 comics, right, or for making money from
16 the salary from WEBTOON. So he's able to
17 continue making those comics.

18 But since Webcomic Name had
19 appeared in Dorris McComics, I believe, in
20 2015 or '16 prior to Webcomic Name
21 existing, I wanted to make sure that that
22 was delineated, that he was able to pursue
23 a book for Dorris McComics. And he said
24 that's how he was spending half of his
25 time because he was split between the two.

1 So that was added because we
2 wanted to make -- allow him to still be
3 able to generate money from, like,
4 advertising revenue from the social media
5 pages. So it was really a near
6 limitless -- was that the contract was
7 defined in terms of us being able to make
8 products or being able to expand the works
9 or the brand where everyone would be
10 making a ton of money and we'd be the
11 brand shepherds on the physical and
12 digital world in terms of, like, product
13 development and, like, median branding
14 which, I believe, was understood from day
15 one.

16 So I mean I wish I could
17 answer -- I don't believe it's a simple
18 yes-or-no question. There's a thought
19 behind why that was added. This was about
20 his other comics.

21 Q. Okay. But you're -- there's
22 nowhere in this email -- and perhaps I'm
23 missing it -- where you reference other
24 comics, correct?

25 A. Well, there is. So --

1 Q. Well, can you please point me to
2 that?

3 A. Yeah. So I had specifically
4 said -- which you're conveniently taking
5 out of context -- that when Alex asked
6 about the copyright, and I said, quote,
7 that part of the deal is done.

8 So I understand that in your
9 complaint you left that sentence out in
10 the third paragraph, that first and second
11 sentence you had left out. Because when
12 Alex asked about the copyright I replied
13 that part of the deal is done. So he's
14 querying, asking about the copyright.

15 And I'm saying, well, we can
16 pull it up and we can -- like, we can pull
17 it up with him and talk with him. But
18 it's -- like, this was already a done deal
19 with Jason. We already acquired the
20 copyright and the trademark. So in our
21 mind that part of the deal is done. I
22 don't know why we're bringing up something
23 that already happened.

24 So, like, not only did Alex know
25 this in our minds, but in Alex's own

1 contract which you pulled up before he
2 knows he's getting paid by Jason on
3 royalties and he knows that we have an
4 agreement with Jason about Webcomic Name
5 because Jason was negotiating for Webcomic
6 Name, everything from the advance to the
7 percentage. So where did this number come
8 from in Alex's contract about the advance
9 that he's getting or the royalties? It
10 didn't come out of thin air. Jason
11 negotiated it for him.

12 So you are taking this email as
13 completely out of context because there
14 were literally dozens of emails prior to
15 this with Wiseman acting as his -- I don't
16 know if "agent" is the right word or
17 "negotiator," whatever you want to say --
18 but that is -- you're really taking apples
19 and chocolate here and trying to make them
20 the same thing.

21 Q. So let me -- I don't think I
22 understand what you're looking at. It's
23 your assertion, claim -- I'm not sure how
24 to characterize it -- but you're saying
25 that in the sentence, to answer your

1 question about copyright, Jason had agreed
2 to us purchasing the rights for the game
3 already and that part of the deal was
4 already done.

5 And you are saying that that
6 indicates that the contract with
7 Mr. Norris only meant he could work on
8 works that were not Webcomic Name?

9 A. No, that's not what I'm saying.

10 Q. Okay.

11 A. I'm saying --

12 Q. All right. I don't understand
13 it so can you describe to me what --

14 A. I'm sorry. I'm happy to clarify
15 this. So it's saying, quote, outside of
16 the context of this agreement.

17 So what is in this agreement?
18 We have the game. We have the stuffed
19 animal. We have the option on the next
20 full length completed book. We have 2B
21 which is animation rights, digital rights,
22 gaming rights. So we are a media company.

23 And I explained to this Jason --
24 he knew this -- on the recorded calls with
25 Alex, both of them. We told him that we

1 are a media company. We are essentially
2 like a baby Disney meets Hasbro sprinkled
3 with a little bit of Nintendo, and that's
4 our vision for the company. But we're
5 very young. It's -- like, Disney wasn't
6 built in a day. They're not a
7 trillion-dollar company overnight.

8 So this agreement was about --
9 with Jason, we had a game, but games, as
10 you know, are turned into movies. Look at
11 Magic: The Gathering. It's being spun
12 off in a Netflix show as a TV show. Or
13 you can look at something like Cyberpunk
14 which is a game, and then it's turned into
15 a video game because its other derivative
16 works. So games are often turned into
17 movies. Look at Uncharted -- all I was
18 saying was, like, Uncharted was a video
19 game that was turned into a movie with
20 Mark Wahlberg. This is not unusual for a
21 game to be spun off into other types of
22 rights -- or there have been, I believe,
23 Uncharted comic books so --

24 Q. Let me ask you this then --

25 A. Yes.

1 Q. -- if the collaboration
2 agreement and week with Mr. Norris was
3 meant to convey rights in Webcomic Name in
4 addition to the game and the stuffed
5 animal why did you put in this email
6 that -- this new language and also
7 specified it's for game and stuffed
8 animal?

9 A. Yes. Because the game and the
10 stuffed animal were what he was being paid
11 for. So he was being paid for an advance
12 for the game but that game could still be
13 spun off later. He may not work on the
14 animated show that we develop after the
15 game is complete and becomes popular.

16 So he -- the context of this
17 agreement is about the media rights of
18 what is being granted because games can
19 become nearly anything, but he's still
20 allowed to pursue his comic, Webcomic
21 Name, outside of the context of this
22 agreement, where, as I said, he's allowed
23 to make money. He's free to make money on
24 Patreon --

25 MR. FOX: Marc, slow down. Slow

1 down. Slow down. You have to talk in
2 a deposition almost like a computer.
3 You know, like on those computer
4 calls. You have to slowly pronounce
5 your words. It's good practice for
6 trial. The judge would get hot if you
7 talk this fast.

8 THE WITNESS: You know it's such
9 a problem. I talk so much and so --

10 MR. FOX: It's just a
11 discipline. Just a discipline.

12 A. So yeah, I mean, outside the
13 context of this agreement is that he could
14 do other things that are not part of the
15 media part of the contract, not part of
16 the, like, the option or not part of the
17 game or the stuffed animals or the
18 animation. He's allowed to go make money
19 on Patreon. He's allowed to go sell
20 Webcomic Name prints at comic cons. He's
21 allowed to go make pins which he has made
22 before. Like, this is not something that
23 he's not allowed to do. We were not
24 trying to take away his livelihood, nor
25 have we ever told him you can't do this.

1 You're not allowed to do this.

2 We were very, very clear that,
3 yo, we're cool. Like, if you want to make
4 some money we're not going to stop you.
5 You're going to make money. We're going
6 to try to make money, grow the brand. We
7 marketed this brand.

8 And he has increased his
9 followers by over 100,000 people partly
10 due to our efforts going to consumer
11 conventions, promoting Webcomic Name with
12 our banner. That is marketing dollars
13 that have been spent to help increase his
14 brand exposure, and we're here getting
15 sued. I'm sorry. This is crazy to me.

16 MR. FOX: Excuse me. Marc.

17 Marc. Marc, I got you. There is no
18 jury and no judge here, and the judge
19 won't even read these comments. So
20 all of your editorializing, A, costs
21 money because the court reporter,
22 every word they type costs money, and
23 you're talking beyond -- the way the
24 whole thing goes is question, answer;
25 no comments. No one's listening to

1 you. No one's --

2 THE WITNESS: I will try.

3 MR. FOX: Okay. So they'll just
4 listen to your answers. The comments
5 are expensive wastes of time.

6 MR. KUNST: Thank you.

7 Q. So I guess to kind of follow up
8 on what you previously said, so even after
9 Mr. Norris signed the collaboration
10 agreement he was still free to create the
11 actual comic series, Webcomic Name, and
12 that was completely his own property; is
13 that correct?

14 A. That is not what I'm saying, no.

15 Q. Okay. So why then was he not
16 permitted to keep Webcomic Name, the
17 comic, after he entered into the
18 collaboration agreement?

19 A. So I think we need to delineate
20 the word capital C with comic with lower
21 case comic because there is a delineation
22 between those two.

23 Q. Okay. What is that delineation?

24 A. So comic, upper case C, is the
25 same thing as comic book. It's a

1 classification. So we are looking at --
2 he's allowed to be making the comic. He's
3 allowed to literally draw it, post it on
4 his social media, and we're not stopping
5 him. We're not stopping him from going to
6 post that on social media, make
7 advertising revenue. We've not stopping
8 him from posting it on his Tumbler to get
9 page views. We're not stopping him from
10 posting his comics on Patreon where he
11 posts Blob Erotica and tries to damage the
12 brand by doing -- where he's essentially
13 posting pornography of the brand where he
14 agreed not to damage it without having any
15 data analytics or marketing insight if
16 this would upset his audience. What if
17 he's drawing porn of these blobs -- which
18 he is -- and the target audience is
19 families or children? So we --

20 Q. Okay. So in what context would
21 he not be able to use his or create his
22 Webcomic Name comic without paying Golden
23 Bell Entertainment something?

24 A. He's not allowed to be
25 publishing it where there's -- like, to a

1 digital comics publisher like WEBTOON. So
2 he was allowed to go do Hello World,
3 Dorris McComics, How to Love on WEBTOON,
4 but he wasn't allowed to go put Webcomic
5 Name on WEBTOON because that's another
6 publisher. So there is a difference.

7 And I know that this is very
8 subjective. Is Facebook a publisher
9 because it's section 230? But Facebook is
10 a platform. There are just -- he's not
11 being paid by Facebook to go post a comic,
12 but he's being paid by WEBTOON to post his
13 other comics. So he's not allowed to go
14 print a Webcomic Name physical book and
15 try to get clever and call it Oh No by
16 working with another publisher, McMeel,
17 when we have an option on that next book
18 based on the terms of the agreement.

19 So if we wanted to go make a
20 Webcomic Name book, we could. If we
21 wanted to work with him and he wanted to
22 work with us, we'd pay him, but he would
23 still get royalties no matter what on that
24 book, whether we made it or he made it.

25 Is this answering your question?

1 Q. I mean, I think you're answering
2 it the way you're best able to. My
3 question though is: In Mr. Norris's
4 July 3rd, 2017, email, he tells you that
5 he's working on a book regarding Webcomic
6 Name, correct?

7 A. He is not saying that.

8 Q. Okay. Well --

9 A. Where does he say -- can you
10 please read to me -- I know that's been
11 your allegation but where did he ever
12 say -- show me one place where he said, I
13 am working on a Webcomic Name book.

14 Q. Well, he's discussing his
15 concern with the copyright --

16 A. Because --

17 Q. -- percentage that Golden Bell
18 will retain in the collaboration agreement
19 and he identifies that he is working on
20 the book --

21 A. No, he --

22 Q. -- and he notes that it is --
23 Okay. So you're not aware --

24 A. -- characterize --

25 Q. Okay. Well --

1 MR. FOX: Guys. Guys. Guys.
2 Guys. Guys. Both of you, we're not
3 in a deposition format.

4 Counsel, you're asking him to
5 speculate about documents and intent
6 and what a guy's doing. Documents all
7 speak for themselves --

8 MR. KUNST: No, I'm asking him
9 what he -- I'm asking him what he
10 understood when he received an email,
11 and if he doesn't -- if that wasn't
12 his understanding, he can say that
13 wasn't his --

14 MR. FOX: You're putting words
15 in -- you're putting your own spin on
16 these emails, and that's improper --

17 MR. KUNST: I'm asking him if
18 that's what he understood, and he
19 doesn't know it.

20 So your objection is noted.

21 MR. FOX: Try to ask just
22 pointed, factual questions instead of
23 arguing your case, and it'd make it
24 easier for Marc not to argue back and
25 for us all to be here hours longer

1 than we need to.

2 MR. KUNST: Thank you.

3 Q. So let me ask you this then: At
4 the point that you received Mr. Norris's
5 July 3, 2017, email, you did not
6 understand that to mean that he was
7 working on a book of Webcomic Name comics;
8 is that correct?

9 A. I've said several times now
10 Webcomic Name was part, at one time, of
11 Dorris McComics. Webcomic Name as its own
12 page was relatively new. So this was
13 under the assumption that if we are
14 signing and acquiring an entire brand that
15 we are putting our sweat equity into as a
16 new startup, that yes, he's not going to
17 go make Webcomic Name with another
18 publisher. We assumed he's talking about
19 a book that's part of Dorris McComics --
20 which Webcomic Name was in Dorris
21 McComics -- and we assumed another book --
22 since he didn't say it was Webcomic
23 Name -- was either Dorris McComics, Hello
24 World or How to Love which I specified on
25 the September 2017 recorded call with him.

1 Because why would I bring up Dorris
2 McComics on that call on September 2017 if
3 I didn't think that's what the book he was
4 working on is? Because Dorris McComics
5 had been around for years prior, it had
6 already developed a larger audience with
7 way more views on WEBTOON than Webcomic
8 Name. So it wasn't even a thought in my
9 mind that he is going to double-dip and
10 sell the rights to two different
11 publishers. It's nonsensical. I wouldn't
12 even think that's a thing because it's not
13 like he's SpongeBob. He's not licensing
14 something. He's selling something.
15 Companies acquire properties. This is not
16 the most unusual thing. Disney acquired
17 Winnie-the-Pooh. It's not unusual. They
18 acquired Marvel.

19 Q. Okay. Let me take this down.
20 Okay. I've added another document to the
21 chat box. This is Exhibit 3. I put it up
22 on the screen.

23 A. Okay.

24 Q. Mr. Goldner, I'm going to ask
25 you if this looks familiar to you, but

1 first, do you need me to scroll down
2 through it?

3 A. Yes, please, to the signature
4 page.

5 Q. Okay. I can keep scrolling
6 down. There's two more pages.

7 A. Well, there's a -- no. Okay.
8 Yes, this looks authentic.

9 Q. Okay. Is this the collaboration
10 agreement that you signed on behalf of
11 Golden Bell Entertainment with Alex
12 Norris?

13 A. This looks like the
14 collaboration agreement that I had signed
15 with Alex, yes.

16 Q. I'd like to mark this as
17 Exhibit 3. Mr. Goldner, did you draft
18 this contract?

19 A. Again, this is an evolution of
20 our contract. Same as I said before, I
21 would suggest comparing on draftable.com,
22 slash, compare of the differences between
23 this contract and the Wiseman contract. I
24 cannot say what provision is different and
25 who drafted what clauses. You asked this

1 before.

2 Q. Did you draft -- did you create
3 the first draft of this contract?

4 A. I told you I don't recall who
5 created what draft. There was -- I do
6 remember that our first contract that was
7 sent to creators for the Sunday Comics --
8 which was our first project -- was, like,
9 a one-page agreement that I think we all
10 wrote together --

11 Q. I'm only asking about this one.

12 A. I don't know who primarily
13 drafted this. I don't remember.

14 Q. And is it also true you do not
15 know who created the first draft of this
16 contract?

17 A. It could have been from
18 LegalZoom or Rocket Lawyer, and we added
19 things on there. And we had attorneys
20 review it, or we edited things that we
21 felt were important. This is over five
22 years ago. I don't remember every word
23 that was written and who wrote what. I'm
24 sorry. I would tell you. I don't find it
25 to be a big deal so I just don't remember.

1 Q. So do you know if Golden Bell
2 Entertainment sent Mr. Norris the first
3 draft of the contract that became this
4 collaboration agreement?

5 A. That is false characterization
6 of events. We sent him a draft and then
7 he asked for changes after having his
8 agent review it -- which he claimed he had
9 his agent review it. We made changes to
10 that agreement and then we sent it. And
11 he signed it a month later. He didn't
12 sign it on the spot.

13 Q. Okay. So let's take that one
14 step at a time. You sent him the first
15 draft; is that correct?

16 A. I don't know if I sent it or
17 Rachel sent it or Rob sent it. Golden
18 Bell Entertainment had sent him a draft of
19 a contract which was never signed.

20 Q. Okay. And that was the first
21 draft exchanged between Golden Bell and
22 Mr. Norris; is that correct?

23 A. Yes. And there was a series of
24 emails, there were changes made, they were
25 sent, he had his agent review the contract

1 over that month that he viewed the
2 contract. So if we scroll down to when he
3 viewed it we'll see the date is roughly
4 three weeks from when he viewed it to when
5 he signed because he said an agent
6 reviewed that contract.

7 Q. Do you happen to know the name
8 of that agent?

9 A. I would think your client does.
10 I do not know the name of the agent
11 because he just said "agent." So I would
12 be speculating if I said a name.

13 Q. Okay. Now, do you know if there
14 were any changes to this agreement that
15 were made in writing signed by both
16 parties to this agreement?

17 A. The same change from the email
18 that we just discussed earlier. There was
19 an addition to, I believe, section 1 at
20 the bottom where it was saying that,
21 outside of the context of this agreement,
22 that he would be able to pursue the comic
23 outside of the context. I believe it was
24 1H or 1K. You'd have to check. It's
25 right there.

1 Q. Sure. Let's scroll up real
2 quick. So, Mr. Goldner, we're on page one
3 of Exhibit 3, and before us is
4 paragraph 1H. Do you see that language?

5 A. Yeah. Yeah. That's what I was
6 just saying.

7 Q. Okay. Yes, that's what I was
8 saying. That's the language you were just
9 referring to regarding a change that was
10 made to the draft of this agreement,
11 correct?

12 A. Correct. It was an addition,
13 yes.

14 Q. Okay. Addition. Fine. Now,
15 after this agreement was signed -- and
16 I'll go back down to the signature --
17 well, let's go down to this HelloSign
18 page. So we can see on this page the
19 dates upon which each party signed the
20 collaboration agreement, correct?

21 A. Yeah. But you should scroll up
22 a little bit to show when it was viewed.

23 Q. Sure.

24 A. Yeah. So he viewed it on
25 7/11/2017, and then he signed it on

1 8/10/2017, nearly a month later.

2 Q. Okay. And then you, on behalf
3 of Golden Bell Entertainment, signed on
4 August 10th, 2017, correct?

5 A. I -- yes, I signed on 8/10/2017
6 after he signed. Correct.

7 Q. Okay. So my question is: After
8 you signed the collaboration agreement was
9 there any changes made to the
10 collaboration agreement in writing signed
11 by both parties?

12 A. Can you please repeat the
13 question?

14 Q. Sure. After you signed the
15 collaboration agreement were there any
16 changes made to the collaboration
17 agreement in writing signed by both
18 parties?

19 A. Not that I recall. Don't quote
20 me. I'm not -- I don't believe there was.
21 Not to my recollection. There's no -- are
22 you asking: Is there's another HelloSign
23 document with Alex? The only other
24 contract that I know that's relevant is
25 the guest ARTIST contract for Webcomic

1 Name and Pretending to Grownup with
2 Wiseman and Norris. I don't think there's
3 another one unless you have it and I
4 don't.

5 Q. No. I'm just trying to
6 determine if after this contract was
7 signed by both parties whether or not any
8 changes were made to it. That's it.

9 A. I just don't believe any changes
10 were made to this contract. I know that
11 Alex just never performed under the
12 contract and was late months and months.

13 MR. FOX: Marc, you're not
14 understanding today. You can tell
15 that to a jury. We can put together
16 your direct, but he asked -- you're
17 just supposed to answer his questions
18 and not make a firm statement like
19 that. It's improper. The judge will
20 get upset at you. Why would you want
21 to do something that would upset a
22 judge?

23 THE WITNESS: Yeah, I'm not
24 trying to --

25 MR. FOX: But I want to --

1 because it's fair. I like to teach.
2 This is discovery where they ask
3 questions. You want name, rank,
4 serial number type answer. Everything
5 that you say on top of it leads them
6 to ask other questions and feeds them
7 more information than they're question
8 asks for. You're making their job
9 easier and giving them free
10 information by making these statements
11 and a judge would get upset at you
12 which is not the name of the game
13 here.

14 THE WITNESS: I'm sorry. I was
15 just trying to be fully transparent --

16 MR. FOX: No. No. No. No.
17 No. No. It's not fully transparent.
18 You're actually making -- like, you're
19 right jabbing. You're right jabbing
20 back. And I'm telling you: Answer
21 the question name, rank, serial number
22 and move on. That's it. Okay?

23 THE WITNESS: Okay.

24 MR. FOX: Thanks.

25 Q. Okay. So --

1 MR. FOX: By the way, in about
2 five minutes, we would have been going
3 for an hour and a half. We should
4 take a 10-minute break so people can,
5 you know, get coffee or refuel or use
6 restrooms or do what they need to --

7 MR. KUNST: I'm fine with that.
8 We can take 10 minutes right now. I
9 think it's a natural stopping point.

10 MR. FOX: Okay. Very good.

11 MR. KUNST: So we'll come back
12 at 11:35.

13 MR. FOX: Yes. Very good.
14 Thanks.

15 THE VIDEOGRAPHER: This
16 concludes media Number 1. The time is
17 11:25. We are off the record.

18 (Whereupon, a recess was taken.)

19 THE VIDEOGRAPHER: This begins
20 media Number 2. The time is 11:43.
21 We are on the record.

22 MR. KUNST: Okay. Thank you
23 very much.

24 Q. Mr. Goldner, the collaboration
25 agreement contains a provision regarding

1 how net profits are split between Golden
2 Bell Entertainment and Mr. Norris,
3 correct?

4 A. Can we pull it up? Are you
5 talking about 2B or 1A? There's two
6 separate --

7 Q. Currently -- sure. Let's pull
8 it up. So the first I'm looking at, I
9 believe this is paragraph 2B. Do you see
10 that in front of you?

11 A. Correct. Yes, I do see it.

12 Q. Okay. And 2B provides that
13 Mr. Norris will receive five percent of
14 the net profits from the works in relation
15 to the different mediums it will be
16 produced in as stated above, correct?

17 A. That's -- I don't know if you're
18 completely characterizing it correctly
19 because there's also 1A which defines net
20 sales and then Jason's agreement which is
21 about the royalties for the game.

22 Q. Okay. So let's -- I'm sorry --
23 you said 1A?

24 A. There's 1A, okay, and then there
25 is, I think, 1F. I think 1F and then 2B.

1 There's three -- and then 1G is the
2 advance. So there's four provisions, I
3 believe, about money. So we need -- if --
4 you're questioning you have to be very
5 specific about what you're asking.

6 Q. Sure. So let's start with 1A.
7 Pursuant to 1A, if any of the works were
8 sold pursuant to the collaboration
9 agreement, what percentage of the net
10 sales would Mr. Norris be entitled to?

11 A. I think the agreement speaks for
12 itself. It's five percent of the net
13 sales of the works for the first 18 months
14 and then it will revert to four percent of
15 the net sales of the works thereafter.

16 Q. And then the -- I'm sorry -- the
17 next provision regarding, perhaps -- I
18 don't know -- distribution of sales,
19 distribution of profits, perhaps, did you
20 say that was 1F?

21 A. Where it says, the ARTIST hereby
22 confirms that all rights, interest and
23 licenses relating to the multimedia
24 property, Webcomic Name Game, has been
25 transferred to the company upon signing of

1 this agreement and the contract signed
2 between Jason Wiseman and the company.

3 Then it says, the ARTIST
4 acknowledges that any money earned on the
5 property, Webcomic Name Game, will be
6 covered by the contract signed between the
7 company and Jason Wiseman.

8 Q. Okay. Now, we can pull up
9 Mr. Wiseman's contract if necessary, but
10 do you recall, pursuant to paragraph 1F,
11 what sales of Webcomic Name Game would
12 permit, what percentage of those sales to
13 Mr. Norris?

14 A. I would have to pull it up. I
15 don't want to misspeak. I think we can
16 just go back to Exhibit 1 which shows the
17 percentages, and we can also discuss the
18 complimentary units which were a primary
19 consideration of the agreement as most
20 publishers only give 25 and we were giving
21 nearly 1,000 between both of them.

22 Q. Let's scroll down, and I think
23 the complimentary units is -- Mr. Goldner,
24 do you happen to have the citation to the
25 complimentary units provision? Here it

1 is. We're on paragraph 6B of the
2 collaboration agreement, and there is a
3 provision in here that -- well, let me ask
4 you this: Is paragraph 6B the provision
5 that provides for complimentary units to
6 Mr. Norris?

7 A. Yes, I believe so.

8 Q. Okay. And is it accurate that
9 6B provides that Mr. Norris will be
10 provided with at least 725 physical copies
11 of the Webcomic Name Game in printed form?

12 A. Once the game would be finished
13 with final files which he never completed
14 so there's nothing to provide him
15 complimentary units of.

16 Q. So is it then accurate to say
17 that the Webcomic Name Game was never
18 created?

19 A. It has been developed.
20 Development can take years. So created --
21 created, I don't know, that's a legal term
22 of art, but it's been in development.
23 What I would consider the Hollywood joke
24 is "development hell" for years. There
25 has been a lot of progress, but it is not

1 completed as Alex has not delivered the
2 final files to this date.

3 Q. Okay. So the Webcomic Name Game
4 as you sit here today is not in a form in
5 which it can be sold; is that correct?

6 A. As of today I don't believe so.
7 I would have to check with my partners as
8 they run the day-to-day operations and the
9 art and design. The graphic design, I
10 don't deal with that. I just helped come
11 up with the game itself.

12 Q. Okay. So as you sit here today
13 to your knowledge has the Webcomic Name
14 Game ever been sold in any form?

15 A. No, the game has not been sold.
16 It has been marketed, but it has not been
17 sold. We have not done a mass production
18 copy and sold it to consumers or B-to-C or
19 B-to-B retailers. That has not occurred
20 yet.

21 Q. Okay. I've added another
22 document to the chat box for download.

23 A. Yes, I remember this ridiculous
24 email. Yes.

25 Q. I will be putting up what

1 Mr. Goldner, I believe to saying he
2 remembered this ridiculous email, but I'll
3 nonetheless ask you some foundational
4 questions about it.

5 A. Okay.

6 Q. I'm going to scroll down through
7 the document and I'd like to mark this as
8 Exhibit Number 4. Scroll back up to the
9 top. Now, Mr. Goldner, do you recognize
10 Exhibit Number 4?

11 A. Yes, I do.

12 Q. Is this an email from Mr. Norris
13 to yourself and Rob Gross and Rachel
14 Korsen on October 1, 2018?

15 A. That's what it appears to be.

16 Q. And did Mr. Norris attach two
17 invoices to that email?

18 A. He attached two invoices
19 incorrectly to the email. He wasn't due
20 any money, but yes, there are two invoices
21 attached that are not due.

22 Q. Okay. So let me ask you this:
23 Prior to receiving this email had
24 Mr. Norris sent you any copies or files
25 regarding Webcomic Name Game that he

1 claimed were the game?

2 A. He sent sketch black-and-white
3 cards which needed to go through a round
4 of approval and editorial and as by his
5 own admission in this email not all --
6 quote, not all of the print ready files
7 have been delivered yet, end quote.

8 And in our contract with him, he
9 is paid upon delivery of the final files.
10 He is not owed any money and he's sending
11 us invoices for files he admitted to not
12 finishing. So I'm not really sure where
13 this is going.

14 Q. Sure. I've added another
15 document to the chat box, and this is
16 unfortunately upside down. Okay.

17 A. You can click rotate view
18 clockwise.

19 Q. Yeah. I've done that on the
20 copy up on my screen.

21 A. Okay.

22 Q. Okay. Now, Mr. Goldner, do you
23 recognize these emails that are -- pardon
24 me -- for the record, I'd like to mark
25 this as Exhibit 5.

1 A. These are not the Bates stamped
2 ones so I'm not sure.

3 Q. Sorry. Can you be more specific
4 what you're not sure about?

5 A. I don't know if this is the
6 entire email thread. It looks like it's
7 cut off. Actually, I'm nearly certain
8 that this is an email thread that includes
9 about 81 emails -- maybe less, maybe
10 more -- and it's not the Bates stamped
11 version because this email thread also
12 says that Alex deleted any files that he
13 claims to have sent to us. So I do not
14 believe that what is -- this document is
15 in its entirety.

16 Q. Okay. Can I ask you about
17 specific emails? And perhaps you'll
18 recognize specific emails in this Exhibit
19 Number 5. Let's start with -- there's an
20 email kind of at the middle of the
21 document. If you look at the right-hand
22 side, it appears to have been sent
23 October 3, 2018, from you to Alex.

24 Do you recognize that email?

25 A. It's cut off so I can't even see

1 that entire email. It's cut off on the
2 sides on the right. I just know that
3 October 3rd is the day that he posted on
4 Facebook defaming and disparaging us with
5 the Golden Bell slash emoji. That's the
6 significance I know of this date of
7 October 3rd, 2018, but --

8 MR. FOX: Marc. Marc, again,
9 you're making affirmative claims
10 and -- instead of just answering the
11 question which is not helping.

12 A. The email is cut off. So I
13 don't know how much of it is cut off, but
14 this doesn't seem to be an appropriate
15 exhibit.

16 Q. Well, let me ask you this: When
17 Mr. Norris sent the files -- and I'm not
18 asking you to confirm that those are
19 final -- but he sent, I think you said,
20 black-and-white photos or black-and-white
21 drawings; is that correct?

22 A. He sent sketches that changed on
23 numerous occasions.

24 Q. Okay. And Mr. Norris had sent
25 black-and-white sketches, and then as of

1 October 1, as we saw in Exhibit 4, he was
2 requesting the advance set forth in the
3 collaboration agreement, correct?

4 A. No, this is a
5 mischaracterization of events. He had
6 sent black-and-white sketches over the
7 summer, I believe, in June or July for
8 play testing, and then he goes around and
9 claims that I thought, quote/unquote,
10 final files meant PDFs of sketches.

11 He knew those weren't final
12 files because in the emails that you're
13 not showing I specifically say that final
14 files have to be colored, print ready,
15 deliverable. Like, these -- I don't know,
16 really, what you're getting at, but --

17 Q. Let me ask you this -- my
18 question is a little bit different.
19 Again, I'm not asking you to confirm under
20 the contract whether those files were
21 final or not. It's really just more a
22 question of what happened at a particular
23 time. And my question is: As of
24 October 1, 2018, Mr. Norris was seeking
25 payment of the advance under the

1 collaboration agreement, correct?

2 A. I don't know. The email is cut
3 off. So are you talking about -- I don't
4 know what you're talking about? Are you
5 talking about this email --

6 Q. Let's go back to Exhibit 4.
7 Okay. So, Mr. Goldner, I have Exhibit 4
8 back in front of you, correct?

9 A. Okay.

10 Q. Okay. And Exhibit 4, as we've
11 noted, is an October 1, 2018, email from
12 Mr. Norris, correct?

13 A. Correct.

14 Q. And he was seeking payment, what
15 he calls, first part being paid as
16 promptly as possible, correct?

17 A. No. You're taking a sentence
18 out of context. So if we're going to read
19 the sentence we need to read the entire
20 paragraph, not something that's in the
21 middle.

22 Q. Okay. Well he attaches two
23 invoices to this email, correct?

24 A. There are two invoices attached
25 to this email, yes.

1 Q. Okay. And he was seeking
2 payment of those invoices, correct?

3 A. Improperly, when he admits that
4 the final files have not been delivered
5 yet, quote.

6 Q. Okay. But he nonetheless was
7 seeking payment of those two invoices as
8 of October 1, 2018, correct?

9 A. No. He's threatening us saying
10 he's only going to upload the files once
11 the payment has gone through.

12 Q. Okay. So he wanted to be paid
13 as of October 1, 2018, correct?

14 A. I don't believe that is a way of
15 someone sending an invoice, getting paid.
16 That is a threat to withhold files and
17 that is not a standard way of submitting
18 an invoice. So that invoice is only
19 triggered upon delivery of the final files
20 as per our contract.

21 Q. Okay. When you say "that
22 invoice," are you referencing both of the
23 invoices attached to this email or are you
24 referencing one?

25 A. One. The 401 invoice, 401 which

1 I assume is the first part of the advance,
2 is a separate invoice due at a separate
3 time as per the contract.

4 Q. So you said "the 401 invoice"?

5 A. That's what it --

6 Q. I don't know --

7 A. I assume 401, dot -- the 401 PDF
8 is the first invoice which says advance
9 one of two.

10 Q. Okay. Okay. I understand what
11 you mean. Okay. So advance one of two is
12 for \$3,125, correct?

13 A. Yes.

14 Q. Okay. And that is an amount
15 that is set forth in the collaboration
16 agreement, correct? And let me be clear,
17 I'm not asking you to confirm that amount
18 was due; I'm simply asking whether or not
19 the amount of \$3,125 is set forth in the
20 collaboration agreement?

21 A. I don't want to say 100 percent
22 without checking Exhibit 3 which is the
23 collaboration agreement to make sure that
24 is the correct amount. I believe it is,
25 but we can check.

1 Q. Sure. Let's -- before we do
2 that, let's go down to the next invoice.
3 And this is advance two of two for \$2,500,
4 correct?

5 A. Yes.

6 Q. Okay. Exhibit 3 is back up on
7 the screen, and in front of us is
8 paragraph 1G of Exhibit 3, do you see
9 that?

10 A. 1G says, the ARTIST will receive
11 \$3,125 upfront advance against net sales
12 royalties within 30 days of the company
13 receiving the final files noted above for
14 Webcomic Name Game for a game developed
15 with Jason Wiseman, the ARTIST.

16 Yeah. It's blah, blah, blah,
17 blah. It keeps going, then the 2,500 to
18 ARTIST upon delivery of the company, PSD
19 files, AI, et cetera, InDesign files.

20 Q. Okay. So we can confirm then --
21 and again, I'm not asking you to confirm
22 that the money was due; I'm simply asking
23 you to confirm that the amount of \$3,125
24 is an amount set forth in the
25 collaboration agreement; is that correct?

1 A. As Jerry said earlier, I think
2 the document speaks for itself. That is
3 what I see, that is what I signed and
4 that's -- yeah, I mean, that's what it
5 says.

6 Q. Okay. And same question with
7 respect to the amount of \$2,500?

8 A. Again, same answer.

9 Q. Okay. Now, Mr. Norris had sent
10 files and was then demanding -- well, let
11 me strike that.

12 Did you inform Mr. Norris as to
13 why no payment would be made to him?

14 A. Absolutely --

15 Q. -- after he made that -- I'm
16 sorry. Please go ahead and tell me what
17 you told him.

18 A. Exactly what I told you before.
19 The files were deleted. We never
20 downloaded anything. We never received
21 any files. When I clicked the link that
22 he sent, it said the file has been
23 deleted. He was informed on October 15th
24 that the files were deleted. He's asking
25 for payment for files he never

1 deleted (sic). He spent literally a month
2 trying to figure out how to upload files.
3 I don't buy that. I'm sorry. Like, I
4 don't buy it. My mother can upload a file
5 to Dropbox.

6 Q. So he had provided the
7 black-and-white sketches. And did he at
8 any time inform you that he believed those
9 black-and-white sketches were files that
10 entitled him to payment?

11 A. Only on October 3rd in the email
12 you showed, that was the first time.
13 Months and months of silence and then
14 suddenly on October 3rd, two days after he
15 sent the invoice he says, I thought the
16 sketches were final files.

17 But if he thought that,
18 shouldn't he have sent the invoice back in
19 June when he sent this -- black-and-white
20 sketches files?

21 Q. So can you explain to me why
22 those files, the black-and-white sketches
23 were not considered final?

24 A. I'm almost in shock. Okay.
25 Sure.

1 Q. I'm sorry.

2 A. Sure. No. No. It's fine. We
3 can play this game that you guys want to.
4 Final files need to be able to be colored,
5 you know, not black-and-white sketches
6 that aren't final inks, not sketch files
7 that have sloppy lines and aren't drawn to
8 scale. They need to be properly inked and
9 drawn where they're actually on-model with
10 the characters so there isn't a lack of
11 consistency for the art. That's why
12 there's actual, established guidelines in
13 the art creation process of sketching --
14 of blocking, sketching, inking, coloring,
15 lettering. There was no final lettering.
16 There was no final colored files. There
17 was no -- the cards weren't put into a
18 proper format. The cards weren't created
19 for InDesign. There was no back of the
20 cards. There was no rule book design,
21 there was no box art that was completed.
22 There was no bottom of the box. There was
23 no token assets that are required in
24 illustrator files or even sketches of the
25 tokens.

1 The game could not be created or
2 sold in entirety with sketches because the
3 game is not just 200 sketches where, in
4 the email, he knows that there's 400
5 cards -- or 500 cards -- 4 to 500, but he
6 only delivers sketch files of about, I
7 think, 350. So he doesn't even have a
8 complete count of all the cards. So you
9 can't have final files when he admits in
10 the email you just showed that he is
11 missing the 45 new cards to make up the
12 punch line cards to 150 in the Exhibit 4
13 that you showed.

14 By his own definition he's
15 admitting to not sending the final files.
16 You don't need my definition. He's
17 admitting it. He's saying, quote, not all
18 the print-ready files have been delivered
19 yet, in the same email he's sending an
20 invoice. Your client has a lack of
21 consistency in his communication because
22 he's trying to play games or be coy with
23 us.

24 Q. Okay. Did you inform him at any
25 time that there would be an editorial

1 process after you received those
2 black-and-white sketches and that --
3 sorry. Go ahead.

4 A. Yes, many times. There was many
5 emails that have all been produced in
6 discovery where there's a clear editorial
7 process, where they admitted -- Jason and
8 Alex -- to talking privately, when I'm one
9 of the designers of the game, Rob is one
10 of the designers of the game and all Alex
11 does is just stroke Jason's ego, saying
12 what a brilliant designer he is when Alex
13 doesn't understand that we are one of the
14 guys that came up with the game and
15 designed a lot of the mechanics.

16 So it's actually creatively
17 insulting for him to be singling out
18 Jason, thinking that Jason is God's gift
19 from heaven, and we're just the dirty,
20 evil publishers.

21 Q. Okay. And far as those -- the
22 reasons why you considered them not to be
23 final, are those guidelines set forth
24 anywhere in the collaboration agreement?

25 A. I'd have to read that entire

1 collaboration agreement, and we'd have to
2 go through old emails.

3 Q. It's in your chat box. Why
4 don't you go ahead and take a look?

5 A. You want me to read the entire
6 contract now? It will take me 20 minutes.

7 Q. Well, I want to know -- you've
8 identified a number of guidelines which
9 defined what is a final submission, and I
10 want to know where, if anywhere, in the
11 collaboration agreement those guidelines
12 exist. Would you like to take a break
13 while you do that?

14 A. I mean, we can sit here if you
15 want to sit here. I don't care if you
16 want to watch me read.

17 Q. Okay. No that's fine.

18 MR. KUNST: Let's go off the
19 record, and you can let us know when
20 you've finished.

21 THE VIDEOGRAPHER: Off the
22 record at 12:11.

23 (Whereupon, an off-the-record
24 discussion was held.)

25 (Whereupon, a recess was taken.)

1 THE VIDEOGRAPHER: We are back
2 on the record at 12:21.

3 Q. All right. Mr. Goldner, you've
4 had the opportunity to review the
5 collaboration agreement and my question
6 is: Where in the collaboration agreement
7 does it define what final files are?

8 A. So there's actually a couple
9 places where it is. So final files are in
10 that same clause where it says print-ready
11 files, and the only difference between the
12 3,125 is the final files, whether they
13 would be in low-res or a PDF and not
14 separated into PSD files.

15 But the entire issue here is
16 since there was editorial as cards have
17 changed from sketches, once colored files
18 would be submitted, those would be edited
19 as well, whether it's for color correction
20 or consistency as per 2A in the contract
21 where the parties shall collaborate in the
22 writing, drawing, illustration, animation
23 if applicable and sketches of the work.

24 So I don't think that -- well, I
25 know that Alex was sent by either Jason or

1 Rachel a file, a PSD file to put the cards
2 in so that they would be in the correct
3 format and size, and it's not
4 reasonable -- it's not like Alex submitted
5 to McMeel sketch files --

6 Q. We're getting a lit bit off base
7 so let's go back. And my question is:
8 With respect to paragraph 1G, the first
9 sentence, there's a provision in there
10 strictly with respect to final files.

11 And my question is: Where in
12 the collaboration agreement is final files
13 defined?

14 A. I don't know if you're just
15 trying to, like, trap me into a question
16 here, but final files is pretty
17 self-explanatory. It means final files.
18 I don't know if -- like, what you're
19 thinking, but I don't know. These -- this
20 is a game that you're playing. Final
21 files is self-explanatory. It's a term of
22 art that can be googled. If you're going
23 to sit here and tell me that
24 black-and-white sketches are final files,
25 it's laughable and actually insulting to

1 the craft.

2 Q. Okay. So is it accurate to say
3 that the phrase "final files" is not
4 defined anywhere within the collaboration
5 agreement?

6 A. No, it's not accurate to say. I
7 literally just said, if you look at the
8 next sentence, it says, final print-ready
9 files. He is not --

10 Q. Okay. Well, I'm not asking
11 about final print-ready files. I'm asking
12 about final files.

13 MR. FOX: Okay. Guys. Okay.
14 Counsel, I'm going to object, and I'm
15 going to instruct him not to answer
16 anymore. He answered your question.
17 You don't like the answer. We're not
18 going to play this game. He gave you
19 what he thinks is a further
20 clarification, definition, whatever
21 word you want to use on final files.
22 He's told you a heck of a lot more.

23 And I'm not going, and I'm not
24 going to spend my time listening to
25 you, Counsel, just trying to argue

1 your side of the case or --

2 MR. KUNST: Well, I'm not
3 arguing --

4 MR. FOX: Yeah. Yeah --

5 (Whereupon, simultaneous
6 conversation took place disrupting the
7 record, and the court reporter
8 requested one person speak at a time
9 without interruption from anyone
10 else.)

11 MR. FOX: Counsel. Counsel.
12 Counsel, the document speaks for
13 itself. He has told you where he
14 believes the definition is, and you're
15 arguing with him. I'll terminate the
16 deposition if you don't stop this. I
17 don't want your argument anymore. Do
18 you understand it? He answered your
19 questions. It's there. It's there.
20 It's in --

21 (Whereupon, simultaneous
22 conversation took place disrupting the
23 record, and the court reporter
24 requested one person speak at a time
25 without interruption from anyone

1 else.)

2 MR. FOX: No. No. Sir, it's
3 there. It's in --

4 MR. KUNST: Why are you
5 screaming?

6 MR. FOX: Because you are being
7 insulting to everyone here; the court
8 reporter, me, my client. I don't have
9 the time to listen to you argue. I've
10 said it nicely 20 times, sir. There
11 is a question and an answer.

12 MR. KUNST: So first off, you
13 need to calm down.

14 MR. FOX: No, I don't --

15 (Whereupon, simultaneous
16 conversation took place disrupting the
17 record, and the court reporter
18 requested one person speak at a time
19 without interruption from anyone
20 else.)

21 MR. FOX: I'm asking you as
22 nicely as I can, and I'm telling you:
23 When he gives you an answer, the fact
24 you don't like it -- it is
25 unprofessional, it is -- shows a lack

1 of an understanding of the purpose of
2 a deposition and you're wasting all of
3 our time. Question, answer; answer,
4 period. You don't like it, that's
5 your problem. Deal with it at trial.

6 MR. KUNST: Okay. Well, we'll
7 move on, and I'll just mark it for a
8 ruling. And we'll move forward,
9 but --

10 MR. FOX: Yeah, I think it's
11 pretty clear.

12 MR. KUNST: -- I don't think
13 screaming is necessary.

14 MR. FOX: No. No. First of
15 all --

16 MR. KUNST: We haven't even been
17 here that long.

18 MR. FOX: Sir. Sir, I asked you
19 repeatedly -- and I've been very
20 strong with my client on the break --
21 you need to ask questions and stop
22 arguing your case, and he needs to
23 answer questions and stop arguing his
24 case. So I laid into him on the
25 break, and now I'm getting a little

1 bit short with you because this is not
2 a deposition anymore. It is you and
3 him -- and he's intelligent -- just
4 arguing your case, but there's no jury
5 here, there's no judge here. And we
6 have a videographer and a court
7 reporter. It is very expensive. I've
8 asked him as hard as I could, be tough
9 with him on a break.

10 And I'm asking you now, Counsel,
11 the more you argue your side of the
12 case, the more he argues his side of
13 the case, it's all going to be
14 inadmissible, it'll all be stricken,
15 it's all a waste of time.

16 So there you go.

17 MR. KUNST: I disagree. I'm
18 really just asking for a contract
19 definition --

20 MR. FOX: Okay. First of all,
21 the contract speaks for itself. He's
22 not a lawyer and -- so come on,
23 Counsel. I could just school you on
24 this. He's not a lawyer --

25 MR. KUNST: His company drafted

1 it.

2 MR. FOX: Counsel. Counsel,
3 he's not a lawyer, and the contract
4 speaks for itself.

5 So, you know, I will pretty soon
6 terminate this deposition and go to
7 our magistrate and say, look at this
8 transcript, look what he's doing. The
9 document speaks for itself. It's a
10 nonlawyer deponent and Counsel is
11 arguing with him. And we have a court
12 reporter and a videographer. And I
13 can't get Counsel to stop.

14 So stop arguing with me, stop
15 arguing with him. Just ask questions,
16 get answers and move on, please.

17 MR. KUNST: I'm trying to.

18 MR. FOX: No. No. No. Look,
19 the document speak for itself. He's
20 not a lawyer --

21 (Whereupon, simultaneous
22 conversation took place disrupting the
23 record, and the court reporter
24 requested one person speak at a time
25 without interruption from anyone

1 else.)

2 MR. KUNST: I've heard it.
3 We're going to mark. We'll mark it.
4 We'll raise it if we need to.

5 MR. FOX: Yeah. Okay.

6 MR. KUNST: I told you we'll
7 move on.

8 MR. FOX: Thank you very much.

9 MR. KUNST: You're welcome.
10 Okay.

11 A. I understand it gets heated.
12 I'm doing my best here so let's just try
13 to move on.

14 MR. FOX: No. No. No. For
15 both of you -- and I want to say this
16 very nicely, and I got tough with you
17 on a break; I got tough with him.

18 I know you both want to get it
19 on at trial and argue your sides of
20 the case, but there's no jury here and
21 the documents all speak for
22 themselves. This is his chance to ask
23 you questions, not argue with you, and
24 for you to answer and not argue with
25 him. And when you have a videographer

1 and a court reporter, it's very
2 expensive. So it's a massive waste of
3 time when either of you are arguing
4 your side of the case, okay?

5 THE WITNESS: Apologize to Garry
6 and Alan for that so --

7 Q. Okay. So with respect to the
8 plush animals -- or actually, let me
9 rephrase this. The collaboration
10 agreement -- and I'm going to put it back
11 up on the screen -- includes production of
12 the properties tentatively entitled
13 Webcomic Name stuffed animals, correct?

14 A. It says tentatively entitled,
15 yes.

16 Q. How many Webcomic Name stuffed
17 animals were to be created pursuant to the
18 collaboration agreement?

19 A. There was no limits on what we
20 could do. We could make a stuffed animal
21 from every Webcomic Name character or
22 thing or object whether it was the cat,
23 the dog, the orange blob, the pink blob,
24 the giraffe that he wound up making on the
25 animals book that we had the option to or

1 whatever we wound up having the option to.
2 We could make a cloud. We could make a
3 dressed up pink blob wearing a wizard hat.
4 We could have one flying like a superhero.
5 I don't know. There's no limit here. It
6 says stuffed animals, plural, and he did
7 designs for five of them, for the pink
8 blob, the orange blob, the sexy blob, the
9 -- I guess that was the butt plush -- the
10 cat and the speech bubble that said "oh
11 no" with a backside that said "okay."

12 So he did those designs. He
13 knew that they were multiple. This is not
14 coming as a surprise, and there's lots of
15 toys that turned into media properties.
16 Something like a My Little Pony which is a
17 toy line that then becomes an animated
18 show based on the toy line. It's not --
19 this is not something that, like, we
20 created an entirely new business model out
21 of the thin air. This is something that's
22 existed for decades that has been
23 perfected by major companies.

24 Q. So I've added another document
25 to the chat box, and again, it's

1 upsidedown so you'll need to rotate it.
2 But I will also put it up on the share
3 screen -- Mr. Goldner, I've got -- and I'd
4 like to mark this document as Exhibit
5 Number 6.

6 A. Yes.

7 Q. Mr. Goldner, there's a number of
8 emails on this document, but I'd like to
9 draw your attention to the second one from
10 the top. Do you recognize that email?

11 A. Oh, I remember this comical
12 email of Alex flip-flopping and trying to
13 make things up on the fly. Yeah, of
14 course, I remember.

15 Q. Is this an email that you
16 received from Mr. Norris on October 8,
17 2018?

18 A. As did Rachel and Rob,
19 conveniently, after the breakdown of
20 communication. Yeah, I do recall.

21 Q. I'd like to draw your attention
22 to -- it's the first full paragraph -- I
23 guess the fourth line or the fourth
24 sentence, I guess, it is in the email. It
25 starts, about the stuffed animals.

1 Do you see that portion?

2 A. I'm looking at it.

3 Q. Did you ever discuss with
4 Mr. Norris the -- after this email was
5 sent that Golden Bell Entertainment was
6 permitted to create more than one stuffed
7 animal?

8 A. You want me to answer that?
9 You're just hurting your own case. That's
10 fine. So him claiming I wasn't aware you
11 were creating a range, quote, that was not
12 agreed, you previously asked for a
13 promotional stuffy, so we agreed to only
14 do one.

15 So not only is your client a
16 liar because he actually created five
17 designs, okay, that he posted in the
18 WhatsApp group chat and emailed us for the
19 pink blob, the orange blob, the butt plush
20 the oh nos and okay speech bubble and the
21 cat. So he knew it wasn't some,
22 quote/unquote, promotional stuffy. I
23 never used that word in communication with
24 him or in a contract. He knew it was for
25 multiple. Him claiming he wasn't aware we

1 were creating a range when he himself
2 designed five --

3 Q. Well, we're getting a little far
4 afield again --

5 (Whereupon, simultaneous
6 conversation took place disrupting the
7 record, and the court reporter
8 requested one person speak at a time
9 without interruption from anyone
10 else.)

11 Q. My question was a little bit
12 different. My question was: After he
13 sent this email, did you discuss the issue
14 of whether or not Golden Bell
15 Entertainment was permitted to create more
16 than one stuffed animal?

17 A. I don't know. Are you talking
18 internally, what we spoke about? Are you
19 talking about with Alex --

20 Q. No. With Alex.

21 A. Alex stopped responding to
22 emails. He didn't respond. So what do
23 you mean did we talk to him? He cut off
24 contact and then sued us. Like, I don't
25 know what you're asking. You have all the

1 communications in discovery.

2 Q. I'm asking whether there was a
3 discussion you have had with Alex after
4 this email was sent regarding whether or
5 not Golden Bell Entertainment was
6 permitted to create more than one stuffed
7 animal?

8 A. What do you mean were we
9 permitted? I didn't need to ask him
10 permission. We were permitted to as per
11 the contract. He sent the designs. We
12 made the samples. He said --

13 Q. Okay. So again, we're getting a
14 little far afield again, and really, this
15 a yes-or-no question, whether or not --
16 and I'll specify -- you had an oral
17 discussion with Alex after this email was
18 sent regarding the stuffed animals.

19 A. We never spoke with Alex on the
20 phone after this date, if that's what
21 you're trying to get at.

22 Q. That's my only question.

23 A. Okay. What?

24 Q. And in case I haven't done it
25 before, I'd like to mark that as

1 Exhibit 6.

2 THE WITNESS: And, Jerry, just
3 so you know, they're taking
4 screenshots of a very long email
5 thread and mischaracterizing them as
6 individual emails when this is all
7 part of a very long thread.

8 MR. FOX: Yeah, but just so you
9 know, if he's distorting a
10 conversation, you know, you can only
11 answer as best you can, and then we
12 will, you know, address that with the
13 judge on a motion or at trial. I
14 mean, you know, he runs the risk of
15 having his questions struck if he
16 doesn't provide a complete document to
17 you. He knows that.

18 MR. KUNST: Jerry, I can't
19 really hear you that well. I can hear
20 Marc fine but I can't hear you.

21 THE VIDEOGRAPHER: Your volume
22 dropped down.

23 MR. FOX: Is it better now? Is
24 it better?

25 MR. KUNST: Yeah, that's it.

1 MR. FOX: Anyhow, hopefully
2 everyone heard.

3 THE WITNESS: I did.

4 Q. So I've added another document
5 to the chat box. I'll put it up on share
6 screen.

7 A. Yeah, I know this image.

8 Q. Okay. And I'd like to mark this
9 as Exhibit 7. Okay. So, Mr. Goldner, can
10 you tell me what this image is showing?

11 A. As per the title of the PDF you
12 just uploaded it's called a convention
13 photo. This is a convention photo.

14 Q. Sure. Did you take this photo?

15 A. I -- all I was saying is I don't
16 remember who took the picture. It could
17 have been myself. It could have been
18 Rachel. Could have been Rob. I don't
19 remember who took a picture years ago.

20 Q. Do you know where this photo was
21 taken?

22 A. Yes.

23 Q. Where was this --

24 A. Keystone Con in Philadelphia.

25 Q. Do you recall the date that this

1 picture was taken?

2 A. No.

3 Q. What about the year?

4 A. I couldn't tell you. I mean, I
5 have no idea.

6 Q. Do you recall --

7 A. -- estimate -- what? Do I
8 recall what?

9 Q. Sorry. You said you were going
10 to estimate?

11 A. No, I said we could estimate.

12 Q. What is your estimate -- your
13 best estimate as far as --

14 A. Before the coronavirus pandemic
15 hit the world and after we signed the
16 contract with Alex.

17 Q. Okay. You see -- in the
18 right-hand portion of the screen, do you
19 see the banner? It's pink, green, purple.
20 It appears to have Webcomic Name pictured
21 on it.

22 A. I see the banner that helped
23 promote Webcomic Name to further notoriety
24 and pretty much had people in the tens of
25 thousands, hundreds of thousands through

1 free marketing that he was getting for
2 being part of our company. That's the
3 banner you're talking about. That's the
4 one I see.

5 Q. Do you recall if any Webcomic
6 Name merchandise was sold at this Keystone
7 Comic-Con at which this photo was taken?

8 A. I honestly have to almost
9 comically, internally laugh. This is
10 insulting that you're accusing us of
11 making merchandise and not telling him.
12 No. He never --

13 MR. FOX: Marc. Marc. Marc.
14 Marc. Marc. Marc. Marc. Marc.
15 Marc --

16 A. This is insulting.

17 MR. FOX: Marc. Marc. You're
18 not getting the process -- and it's
19 okay; you're just a first-time
20 litigant. When he asks a question:
21 Was any merchandise sold? The answer
22 is either yes or no, and not a speech
23 about your positions about why you
24 could sell the merchandise if you
25 wanted to. You're not here -- just

1 like, look, I got upset with him, and
2 I'm getting upset with you now.

3 Neither of you are here to make
4 a single argument. That happens in
5 motion papers and in trial. So if he
6 asks you: Was merchandise sold? Your
7 duty, under the law, Marc, is to say
8 yes or no, not launch into your
9 argument about why you can do it. You
10 understand the process? Do you
11 understand it?

12 THE WITNESS: I understand.

13 A. So the answer is: No, we did
14 not sell any Webcomic Name merchandise at
15 this convention.

16 THE VIDEOGRAPHER: This
17 concludes media unit Number 2 at
18 12:42. We are off the record.

19 (Whereupon, an off-the-record
20 discussion was held.)

21 (Whereupon, a recess was taken.)

22 THE VIDEOGRAPHER: This begins
23 media Number 3. The time is 12:50.

24 Q. I'd like to -- the prior
25 document we're reviewing -- and it's in

1 the chat box -- is convention photo 1. To
2 the extent I haven't done it, so I'd like
3 to have it marked as Exhibit 7. Okay.
4 I've added another PDF to the chat box,
5 and I'm also going to bring it up on my
6 share screen.

7 A. Okay.

8 Q. Mr. Goldner, are you familiar
9 with this photograph?

10 A. I believe this -- yeah, I
11 believe I remember it. I'm not
12 100 percent sure, but yeah, this is our
13 booth.

14 Q. Do you recall who took this
15 photograph?

16 A. Either Rachel, Rob or myself.

17 Q. And do you know where this
18 photograph was taken?

19 A. It's tough. I want to say -- I
20 want to say it was Gen Con in
21 Indianapolis -- not Indianapolis. Is it
22 Indianapolis? It's in Indiana -- because
23 I'm looking at the booth next to us. It's
24 hard to see. Overtone. Daedalic. I want
25 to say Gen Con, but I'm not 100 percent

1 sure. I think it was Gen Con, though. I
2 think it was. I think.

3 Q. Okay. And this, you said, was
4 your booth at whichever particular
5 convention this was, correct?

6 A. I mean, it says Golden Bell
7 Studios at the top of the drayage so, yes,
8 it's Golden Bell Studios's booth. It's
9 not my personal booth. Everything is an
10 off serve of the entity. So yes, this is
11 Golden Bell Studios's booth.

12 Q. Has Golden Bell Entertainment
13 ever assigned any of the rights to the
14 Webcomic Name Game to Golden Bell Studios?

15 A. It's very possible. I'd have to
16 check. Most likely it would have been
17 sales or manufacturing rights because
18 Golden Bell Studios is the manufacturing
19 sales arm of the entity -- of the two
20 entities, and GBE, Golden Bell
21 Entertainment, is the intellectual
22 property entity and the licensing arm. I
23 don't have it off the top of my head, but
24 yes, I mean, Golden Bell Studios has the
25 customs bond, deals with the supply chain

1 logistics, deals with the sales. And GBE
2 is more on the creative and licensing and
3 IP development. Is that what you're
4 asking?

5 Q. No. I was just asking whether
6 or not Golden Bell Entertainment had
7 assigned any of the rights to Webcomic
8 Name to Golden Bell Studios?

9 A. The answer looks like, yes.
10 That's -- I don't --

11 Q. Okay.

12 MR. KUNST: Well, I'll call for
13 the production of that assignment to
14 the extent it exists.

15 Q. Do you know if Golden Bell
16 Entertainment had assigned any other
17 rights to Webcomic Name to any entity or
18 individual aside from Golden Bell Studios?

19 A. I'd have to check because Rachel
20 is the managing member of Golden Bell
21 Entertainment. I'd have to check with
22 her. I mean, it's very possible. Yeah.
23 I have no idea.

24 MR. KUNST: To the extent any
25 such assignment exists, I'll call for

1 its production.

2 Q. Okay. So, Mr. Goldner, do you
3 see the Webcomic Name banner in the
4 photograph?

5 A. Yes, I do. Front and center.

6 Q. And same question regarding the
7 Webcomic Name merchandise: Did Golden
8 Bell Entertainment sell any Webcomic Name
9 merchandise at this convention.

10 A. The answer is still no, and to
11 be clear, we did not sell any Webcomic
12 Name merchandise which I have said
13 numerous times.

14 Q. And what about Webcomic Name
15 Game merchandise? Is there a distinction?

16 A. I'm not trying to pull a fast
17 one on you, Kyle. We didn't produce any
18 Webcomic Name Game merchandise, any
19 Webcomic Name stuffed animals. I'm not
20 trying to be sneaky and coy like your
21 client. The answer is, no.

22 Q. Okay. I think that's all I have
23 for this exhibit so why don't we go off
24 the record?

25 MR. KUNST: And we'll take lunch

1 and how about we come back at 1:30?

2 Mr. Fox, you're on mute.

3 MR. FOX: Look, that sounds
4 great, and, you know --

5 MR. KUNST: Okay.

6 MR. FOX: -- we will try to have
7 Marc argue less when we come back and
8 it seems like Counsel is doing his
9 part. He's not arguing. So maybe
10 we'll just move slicker and quicker.
11 And it will be good for everyone I
12 think in the long run.

13 MR. KUNST: Well, I'm nothing if
14 not a peacemaker, and lunch will make
15 everybody feel better.

16 MR. FOX: Yeah. So Marc is --
17 you know, he'll stop with his extra
18 comments, okay? Thanks.

19 MR. KUNST: All right. Sounds
20 good. See everybody at 1:30 then.

21 THE VIDEOGRAPHER: All right.
22 Off the record at 12:57.

23 (Whereupon, an off-the-record
24 discussion was held.)

25 (Whereupon, a lunch break was

1 taken at 12:57 p.m.)

2 THE VIDEOGRAPHER: We are back
3 on the record. The time is 1:32.

4 Q. So I'm going to add another
5 document to the chat, and I'm going to put
6 it up on share screen. And I'll mark this
7 as Exhibit 9.

8 A. Okay.

9 Q. Mr. Goldner, I'm going to scroll
10 down this document and ask if you know
11 what this is, Exhibit 9.

12 A. I think this is the -- one of
13 the trademark applications, but I don't
14 know which one it is. I don't know if
15 it's ours or --

16 Q. All right. Well, on page one,
17 you'll see, in the left-hand column,
18 there's a field, literal element, and then
19 the corresponding column is Webcomic Name?

20 A. Okay.

21 Q. You see that? Okay. Go ahead.

22 A. I don't think I said anything.

23 Q. Below applicant information
24 owner of mark is noted as Golden Bell
25 Entertainment, LLC, correct?

1 A. Yes.

2 Q. And if we scroll down to the
3 bottom of page one, international class is
4 Number 16, correct?

5 A. Okay.

6 Q. If we continue to scroll down
7 there's information, in large capital
8 letters, signature information, do you see
9 that?

10 A. I see -- what page is this?

11 Q. This is page three of nine.

12 A. I see that I'm signing on behalf
13 of a company, yes.

14 Q. So that is, in fact, the
15 electronic signature you placed on this
16 application, correct?

17 A. I would assume so.

18 Q. And attached to this
19 application -- and if you need at any
20 point to review this, please let me
21 know -- attached to this application --
22 and I'm going to scroll down and show you
23 the -- I'm going to zoom out and show you
24 this entire document. If you look at the
25 upper caption of this document, we see

1 page number, and we see page number six of
2 nine in blue, do you see that?

3 A. Yes.

4 Q. Now, did you attach this
5 document to this application?

6 A. I definitely did not attach.
7 This is a text word mark that, when you
8 type something into the USPTO, it
9 auto-generates a word mark. This is not a
10 design mark application.

11 Q. Did you type this word mark into
12 the application?

13 A. Yes, the mark says Webcomic
14 Name.

15 Q. And to be clear you typed this
16 in, correct?

17 A. So the mark statement on one
18 says, this, the mark, consists of standard
19 characters without claim to any particular
20 font style, size or color.

21 Q. Okay. My -- I just want to make
22 sure I'm clear because there's a
23 differentiation you made between attaching
24 a document and typing information into the
25 application, and so I just want to be

1 clear that you typed Webcomic Name into
2 the application, correct?

3 A. Yes, I believe so. I mean --

4 Q. Okay. So if we scroll down, do
5 you see that we're now on page seven of
6 nine?

7 A. Yes.

8 Q. Okay. Now, is this a picture
9 that you attached to this application?

10 A. Possibly. I don't recall a
11 specific image that was attached or if it
12 was an image. I don't know if this was an
13 intent to use mark that was filed or if it
14 was already in use. I'd have to check my
15 records.

16 Q. Okay. My question's just a
17 little different. It's as far as whether
18 or not you attached this document to this
19 application, not how it was used.

20 A. It looks likes I did because
21 it's my Facebook, I would assume since it
22 says Marc at the top of the Facebook. So
23 I don't know. Are you asking when I did
24 it or --

25 Q. Well, let me ask you this: You

1 said it says Marc at the top of this
2 Facebook. And I'm going to use my cursor
3 and show it to you but also describe it
4 for the record. Underneath the address
5 bar there's a blue bar that has text on it
6 and there's a portion that says Marc. And
7 then there's a little picture next to it.

8 When you say this is your
9 Facebook, it says Marc at the top, are you
10 referring to that portion on the blue bar
11 near the top that has M-A-R-C on it?

12 A. Yeah. I'm saying something very
13 clear. I don't know when this image was
14 submitted. Clearly I submitted it. I
15 don't know if it was submitted upon the
16 application or if it was submitted later
17 on after a -- after the intent to use. I
18 think it's six months after filing. I
19 don't remember when this was submitted.
20 It was clearly submitted. I just don't
21 know if it was submitted upon application
22 filing or if it was upon registration
23 approval or when exactly. That's all I'm
24 saying.

25 Q. Okay. Now, this, page seven of

1 nine, reflects a Facebook page, correct?

2 A. Correct.

3 Q. Is this the Webcomic Name
4 Facebook page?

5 A. This is the Webcomic Name
6 Facebook page that Alex refused to grant
7 us access to as per the contract.

8 Q. So how then did you take -- how
9 then did you acquire this picture to be
10 uploaded with this application?

11 A. It's a screenshot because we
12 acquired the rights.

13 Q. But you said that Alex refused
14 to grant you access to it --

15 A. So him breaching --

16 Q. Is that correct?

17 A. Him breaching a provision of the
18 agreement does not prevent any person in
19 the world from screenshotting a Facebook
20 page as an exhibit to prove that something
21 is in use when the rights were transferred
22 to us.

23 Q. Okay. Let me -- before we move
24 on to the next image, I'm going to scroll
25 back up to the top and find the -- what I

1 believe to be the date upon which this was
2 at least signed. I'm going to -- we're
3 now on page three of nine, and you'll see
4 there's a portion, date signed, 10/9/2018,
5 you see that?

6 A. Yep.

7 Q. Does that refresh your
8 recollection at all as far as when these
9 pictures were uploaded?

10 A. No. I'm repeating what I said.
11 I don't know if that image was sent on
12 October 9th or six months after because I
13 don't remember if this was an intent to
14 use application or if it was an in-use
15 application. We have over 100 trademarks
16 and over 100 applications that have been
17 filed. It is unreasonable to expect me to
18 remember the dates of when something was
19 uploaded four years ago.

20 Q. So we're now on page eight of
21 nine of Exhibit 9.

22 A. Okay.

23 Q. Can you tell me what this
24 picture is?

25 A. The Webcomic Name Patreon page.

1 Q. Okay. And how did you obtain
2 this picture?

3 A. By going to patreon.com,
4 slash, the URL which has Webcomic Name.
5 Alex Norris is creating Webcomic Name and
6 other comics which he has failed to
7 actually produce for his patrons every
8 week or multiple times a week which he
9 says he would have done. So this is why
10 he's actually lost patrons because he
11 doesn't upload.

12 Q. So did you also take a
13 screenshot of this Patreon account that's
14 on page eight of nine?

15 A. I believe at some point I did.
16 The date, I do not remember what date I
17 took the screenshot.

18 Q. And did Mr. Norris also refuse
19 to give you access to this Patreon
20 account?

21 A. He refused to give us access to
22 anything. I don't remember ever asking
23 for Patreon because we wanted him to be
24 able to make money on the Patreon like I
25 said earlier today. Him posting on

1 Patreon to make money from patrons for him
2 to maintain his livelihood has nothing to
3 do with whether the mark is in use and
4 whether we have the rights or he has the
5 rights. Stretching. Really stretching.

6 Q. I'm sorry. I missed that last
7 part.

8 A. Nothing. I just said you're
9 stretching. That's all.

10 Q. Oh.

11 MR. FOX: And, Marc, I just will
12 ask you again: If you're not
13 answering a question don't make
14 comments, okay? Like, the stretching
15 comment, a judge would clip you on.

16 MR. KUNST: Gerard, you're
17 still -- you're going in and out a
18 little bit.

19 MR. FOX: There you go.

20 MR. KUNST: Yeah, there you go.

21 MR. FOX: But anyhow, Marc, you
22 can't make those comments. The judge
23 will clip you on that. You're not
24 allowed to comment on stretching,
25 things like that, okay?

1 Q. Okay. Mr. Goldner, we're on
2 page nine of nine of Exhibit 9, and
3 this -- well, can you tell me what this
4 picture is?

5 A. The Webcomic Name Facebook page.

6 Q. And is this another screenshot
7 of the Webcomic Name Facebook page that
8 you took?

9 A. Looks like it, yep.

10 Q. And again, Mr. Norris had not
11 provided you access to that Facebook page,
12 correct?

13 A. No, he has not. Upon numerous
14 requests, he did not provide it.

15 Q. Okay. I'm done with this page.
16 Okay. I've added another
17 document to the chat function, and I'll be
18 putting it up on the share screen as well.

19 A. Okay.

20 Q. I'd like to mark this document
21 as Exhibit 10. Mr. Goldner, I'll scroll
22 down this document and please let me know
23 if it's familiar to you.

24 A. Again, when I submit a trademark
25 application this is not how it looks. So

1 I don't know if this is how you obtained
2 this but when you apply for a trademark
3 there are individual pages -- I think,
4 like, five or six -- and it doesn't look
5 like this colored -- I'm partially
6 colorblind -- but, like, a greenish Excel
7 cell background. So I don't -- the reason
8 why I don't know why this is familiar is
9 because this is not how you apply for a
10 trademark for -- the way I've done it.
11 Maybe this is --

12 Q. Okay.

13 A. -- processed. I don't know.
14 I've never seen this.

15 Q. Well, let me ask you this then:
16 You see the -- at the top of page one, you
17 see the filing date, 11/30/2017?

18 A. Yes.

19 Q. Okay. And then you see the
20 literal element is Webcomic Name, correct?

21 A. Yes, I see that.

22 Q. So on or around November 30th of
23 2017, did you file an application with the
24 United States Patent and Trademark Office
25 for Webcomic Name?

1 A. Yes. And Alex had known about
2 it because we told him on a call that we
3 have the trademark and the copyright to
4 the game and the stuffed animals at that
5 time because we spoke to him on
6 February 26, 2018, when he asked about it
7 and this was filed before. This is not a
8 secret. He knew about it. We discussed
9 it. It's in the contract. It's not a
10 surprise.

11 Q. Okay. And this is in -- did you
12 file this application in class 28?

13 A. If that's what it says then
14 that's classification that it is.

15 Q. And we see the -- okay. When
16 you filed for this application, did you
17 place an electronic signature on the
18 application?

19 A. Again, this is not the signature
20 page that I had seen when I filed the
21 application, but if this is what is, I
22 guess, downloadable after the application
23 is filed, then that's what it is.

24 Q. Okay. So I'm scrolling down
25 again, and again you'll notice there's

1 page numbers in blue in the top caption --

2 A. Yep.

3 Q. -- of this document -- and I'm
4 on page five of five now -- and you can
5 see that on page five of five is the text
6 Webcomic Name, correct?

7 A. Yes. Again, this is not a
8 design mark so this, I believe, is
9 auto-generated. None of us drew that name
10 if that's what you're asking.

11 Q. No. I just wanted to clarify --
12 well, let me strike that and just ask this
13 a different way.

14 Is it then accurate that,
15 because this is just text, you typed it
16 into the application for this mark?

17 A. Again, I don't know what is
18 procedurally generated from the trademark
19 website. I wrote at one point what mark
20 is being registered. I don't know if this
21 is procedurally auto-generated from their
22 back-end platform.

23 Q. Sure. You said you wrote it in.
24 Do you recall -- and correct me if I'm
25 wrong -- do you recall writing it in

1 during that application process for this
2 particular mark, I mean?

3 A. I mean, obviously the mark is
4 for Webcomic Name that we applied for.
5 This is not -- the document speaks for
6 itself. This is not, like, a secret. We
7 applied for the trademark, the Webcomic
8 Name, in classification 28. I don't
9 really know what you're asking. The
10 document is very -- it's self-explanatory.
11 You don't need me to confirm that.

12 Q. So I've added another document
13 to the chat box.

14 A. Okay.

15 Q. I'm adding on share screen
16 another document.

17 A. Okay.

18 Q. Okay. Mr. Goldner, do you --
19 and let me mark this as Exhibit 11.
20 Mr. Goldner, do you recognize this
21 document?

22 A. This, I believe, is the
23 trademark registration. I think it was
24 mailed to us for Webcomic Name, I believe.

25 Q. And this is -- I will scroll out

1 a little bit. If you need me to zoom back
2 in on a text let me know, but this is the
3 trademark that was registered under
4 class 28, correct?

5 A. Yes, that's what it says.

6 Q. Okay. And so you'll see kind of
7 in the center of the document class 28 and
8 then you'll see a number of, perhaps,
9 product descriptions. And specifically
10 what I'm referring to is board games, card
11 games, game cards, party games, plush
12 dolls, plush toys, stuffed dolls and
13 animals, stuffed toy animals, tabletop
14 games, soft sculpture plush toys, stuffed
15 and plush toys.

16 A. Okay.

17 Q. So as of December 11, 2018, had
18 Golden Bell Entertainment sold any of
19 those types of items with the Webcomic
20 Name mark emblazoned on them?

21 A. It was in commerce. None have
22 been sold. There's a difference. When
23 you are marketing, promoting to buyers,
24 looking to get solicitations, whether it's
25 MOQs -- which is in our catalog -- it is

1 in use. It is being actively solicited
2 and attempted to be sold so that when
3 Alex, if he would have finished the game
4 on time, by the deadline, then we would
5 have been able to actually take orders.
6 But instead he missed the deadline without
7 even really a care in the world. So I
8 don't really know what you're asking me.
9 It's in commerce but it wasn't --

10 Q. Let me go back because we're
11 getting a little bit far afield again. My
12 question is: As of December 11, 2018,
13 with respect to the items described under
14 class 28, did Golden Bell Entertainment,
15 LLC, sell any such items with the Webcomic
16 Name mark attached to it?

17 A. I don't really know what you're
18 asking.

19 Q. Did Golden Bell Entertainment,
20 LLC, as of December 11, 2018, sell any
21 Webcomic Name board games?

22 A. Golden Bell Entertainment, LLC,
23 is not a sales arm or division that sells
24 product -- physical, produced products. I
25 said this earlier.

1 Q. Is that a yes or a no?

2 A. I don't know what you're asking.
3 Are you asking: Did we sell the
4 distribution rights, the sales rights
5 where we --

6 Q. No. No. No. No. No. No. So
7 let's -- we'll start over. My question
8 is: As of December 11, 2018, did Golden
9 Bell Entertainment, LLC, sell any Webcomic
10 Name board games?

11 A. So yeah, you're trying to trap
12 me into a question. This is a legal
13 definition of what counts as a sale or
14 solicitation to get a trademark. So the
15 answer is: I don't know what you consider
16 a sale and what is defined as -- under the
17 UCC as a sale. I don't know.

18 Q. Okay.

19 A. I'm not a lawyer.

20 Q. So you don't know whether or not
21 any sales were made, correct?

22 A. I am telling you I don't know if
23 you consider a sale or what the USPTO
24 considers a sale as selling a physical
25 mass manufactured game or if it counts as

1 if you're soliciting and marketing
2 something which we were told by our
3 attorneys that if something is on a
4 website being solicited --

5 Q. I'm not asking about the USPTO's
6 definition. My question is much more
7 simple.

8 A. Okay.

9 Q. So let me ask you this: As of
10 December 11, 2018, had Golden Bell
11 Entertainment, LLC, created any Webcomic
12 Name board games to be sold?

13 A. We have created games, but we
14 have not manufactured any mass -- any
15 games to sell.

16 Q. And that's true as of today,
17 correct?

18 A. That is true as of today. We
19 have not mass manufactured any games or
20 plush toys outside of any samples which
21 your client has seen.

22 Q. Has -- aside from those samples
23 and aside from mass manufacturing has
24 Golden Bell Entertainment, LLC,
25 manufactured any Webcomic Name board

1 names?

2 A. Outside -- can you please repeat
3 the question?

4 Q. Sure. Outside of mass
5 manufacturing and outside of samples has
6 Golden Bell Entertainment, LLC,
7 manufactured any Webcomic Name board
8 names?

9 A. No. We have made the samples
10 which were used as solicitation devices in
11 order to get sales for B-to-B and to
12 promote the works. It is our job and
13 obligation to be marketing, to
14 pre-promote, to put into commerce, to
15 build the brand. I really don't know what
16 you're asking. You're essentially just
17 trying to trick me into saying something
18 you want me to say. Like, I don't
19 understand --

20 Q. So let's -- let me ask you this:
21 Has Golden Bell Entertainment, LLC, been
22 given any money in exchange for any
23 Webcomic Name board game as of
24 December 11, 2018?

25 A. There may have been rights that

1 have been transferred. I don't know if
2 there was any monetary exchange. So it is
3 entirely possible that in the licensing
4 change of rights from Golden Bell
5 Entertainment to Golden Bell Studios being
6 able to produce the products and
7 manufacturer them and sell them, that
8 there was money that changed hands, but I
9 don't remember if it was just a strict
10 royalty that GBS is due to GBE or if there
11 was money paid in advance from GBS to GBE.

12 Q. So aside from any transfers of
13 funds between GBS and GBE with respect to
14 Webcomic Name board games was there any
15 other transfer of funds to Golden Bell
16 Entertainment with respect to Webcomic
17 Name board games as of December 11, 2018?

18 A. Transfer of funds in which way?

19 Q. In terms of Golden Bell
20 Entertainment being given funds in
21 exchange for a Webcomic Name board game?

22 A. Golden Bell Entertainment did
23 not have any other funds except from the
24 things I just told you relating to
25 Webcomic Name.

1 Q. Let's move on to card games. So
2 as of December 11, 2018, had Golden Bell
3 Entertainment created any Webcomic Name
4 card games for sale?

5 A. Again, we did create the game,
6 but the art is not done because there was
7 no final files produced. This is the same
8 line of questioning of what you asked
9 before.

10 Q. So it's just a yes-or-no
11 question.

12 A. The answer is I don't know what
13 you're asking. You did this in the last
14 deposition. I don't know what you're
15 asking because it doesn't seem like you
16 understand our business.

17 Q. Okay. Well, let's just try to
18 find this out then. As of today has
19 Golden Bell Entertainment, LLC, created a
20 Webcomic Name card game for sale?

21 A. We have created. We have not
22 mass produced. There are things that have
23 been created to make a game. We do not
24 have the final files from Alex, the final
25 art file that he is due -- that is due to

1 us. You're asking -- the word "creation"
2 is essentially the entire thing of this
3 case. We did create a big part of the
4 game for Webcomic Name because Rob and I
5 created it before even signing with Jason
6 because it was originally the Sunday
7 Comics game which we've said this.

8 Q. So let's move on to game cards.
9 As of December 11, 2018, has Golden Bell
10 Entertainment, LLC, created any Webcomic
11 Name game cards?

12 A. It's the same answer. I guess
13 game cards, we can classify as the
14 Pretending to Grownup guest artist card
15 that says Unexpected Pregnancy so that is
16 a game card that has been produced in
17 Pretending to Grownup which Alex assigned
18 the rights to Wiseman which we acquired --

19 Q. Well, hold on again. We're
20 getting a little far afield --

21 (Whereupon, simultaneous
22 conversation took place disrupting the
23 record, and the court reporter
24 requested one person speak at a time
25 without interruption from anyone

1 else.)

2 Q. I'm only asking about Webcomic
3 Name. So let's just stick with Webcomic
4 Name.

5 (Whereupon, simultaneous
6 conversation took place disrupting the
7 record, and the court reporter
8 requested one person speak at a time
9 without interruption from anyone
10 else.)

11 MR. FOX: Marc, you have to let
12 him finish his question. Take a pause
13 and a beat and give a slow answer.
14 Answer only the question asked, not a
15 different question, okay? Thanks.

16 MR. KUNST: Thanks.

17 Q. So as of December 11, 2018, has
18 Golden Bell Entertainment, LLC, sold any
19 Webcomic Name game cards?

20 A. Again, there is a guest ARTIST
21 card of Webcomic Name in Pretending to
22 Grownup.

23 Q. So let's try this again. Has
24 Golden Bell Entertainment, LLC, sold any
25 Webcomic Name game cards as of

1 December 11, 2018?

2 A. There is a game card in
3 Pretending to Grownup that is of Webcomic
4 Name which is one of the featured cards on
5 Amazon which is in discovery. That game
6 card is in a game, Pretending to Grownup,
7 that has been sold.

8 Q. Okay. And was that game card
9 submitted to the USPTO as any specimen for
10 the application of this trademark?

11 A. I don't recall.

12 Q. Okay. With respect to party
13 games, has Golden Bell Entertainment, LLC,
14 sold any Webcomic Name party games as of
15 December 11, 2018?

16 A. Again, the Webcomic Name Game is
17 in the party game, Pretending to Grownup,
18 which transferred the rights for any
19 future rights to Jason which we acquired
20 Pretending to Grownup which is for sale on
21 Amazon and on other outlets which is in
22 the pictures of the conventions that you
23 saw.

24 Q. As of December 11, 2018, has
25 Webcomic Name -- pardon me -- has Golden

1 Bell Entertainment, LLC, sold any Webcomic
2 Name plush dolls?

3 A. We have not sold any en masse or
4 mass manufactured. We have made --

5 Q. Have you sold any?

6 A. We have only made the sample and
7 have solicited.

8 Q. Okay. So have you sold any?

9 A. No. It is in commerce. It is
10 in use because we are actively trying to
11 sell.

12 Q. So is that a yes or no? Have
13 you sold any?

14 A. Any -- there have been no mass
15 manufacturing of the plush toys. So how
16 can you sell something you haven't mass
17 manufactured? I don't -- I really don't
18 understand this question. This is --

19 MR. FOX: Marc. Marc. Marc.

20 Look, I got to tell you something.
21 The answer to the question's obviously
22 no, and you want to explain why not in
23 your answer. That's not what we're
24 here to do today. The answer is no,
25 period. The explanation and your

1 arguing with him to explain that you
2 couldn't do it because he didn't do
3 this part of the deal is just
4 prolonging the deposition. We all
5 know what our position is. He can ask
6 a question. Might be useless because
7 his client didn't uphold his end of
8 the deal or that, you know, the more
9 full answer is that you were looking
10 for preorders or whatever.

11 But he's asking very narrow
12 questions, did you sell, did someone
13 actually purchase. And if the answer
14 is no, it's okay to say no. It
15 doesn't destroy your case. This is
16 not the entirety of your whole, you
17 know, submissions to the court. It's
18 just him asking questions and you
19 answering them. So try to remember
20 that.

21 THE WITNESS: I understand that.

22 A. It's just that there are
23 nuances, Kyle, that I want to make sure
24 I'm very specific with you about how there
25 is things like a Webcomic Name card in

1 Pretending and that is a game card.

2 Q. Okay. So with respect to
3 stuffed dolls and animals, has Golden Bell
4 Entertainment, LLC, sold any Webcomic Name
5 stuffed dolls and animals as of
6 December 11, 2018?

7 A. No, we have not sold because we
8 haven't manufactured them or mass
9 manufactured.

10 Q. With respect to stuffed toy
11 animals -- which I believe we have not got
12 to yet -- has Golden Bell Entertainment,
13 LLC, sold any Webcomic Name stuffed toy
14 animals as of December 11, 2018?

15 A. Again, we have not mass
16 manufactured so we could not have sold
17 them.

18 Q. Is that a no?

19 A. I guess it's a no. As I said,
20 it's the same answer as before. We
21 solicited. The answer is no.

22 Q. Okay. With respect to tabletop
23 games, has Golden Bell Entertainment, LLC,
24 sold any Webcomic tabletop games as of
25 December 11, 2018?

1 A. Pretending to Grownup is a
2 tabletop game, and the Webcomic Name Guest
3 Artist Card is in Pretending to Grownup
4 which has been sold and Alex was
5 compensated for it.

6 Q. With respect to soft sculpture
7 plush toys, has Golden Bell Entertainment,
8 LLC, sold any Webcomic Name soft sculpture
9 plush toys as of December 11, 2018?

10 A. Again, it's in commerce. We've
11 solicited. We have not mass manufactured
12 or sold.

13 Q. So is that -- is your answer,
14 no?

15 A. It's the answer that I just
16 said.

17 Q. So --

18 A. I don't believe -- you're asking
19 for a yes or no. I don't believe this is
20 a yes-or-no question. Just because you're
21 asking for it to be yes or no, I don't
22 believe it's a yes-or-no question. So
23 you're asking me to answer something not
24 it in a way that I would answer, and I
25 testified to -- under oath to answer

1 truthfully. I'm answering truthfully.
2 That is how -- what I believe the answer
3 is. It is not a yes or no. It is the
4 answer I just told you.

5 MR. KUNST: So, Garry, can I
6 have his answer back to the last
7 question?

8 (Whereupon, a portion of the
9 record was read back.)

10 "ANSWER: Again, it's in
11 commerce. We've solicited. We have
12 not mass manufactured or sold."

13 Q. Okay. That's good. I'll move
14 on to the -- I think the final entry is
15 stuffed and plush toys. As of
16 December 11, 2018, has Golden Bell
17 Entertainment, LLC, sold any stuffed --
18 pardon me -- any Webcomic Name stuffed and
19 plush toys?

20 A. Again, we have had it in
21 commerce. We have generally solicited.
22 We have not mass manufactured or sold,
23 even though Wiseman told us that we could,
24 and so did Alex.

25 Q. Okay. Thank you.

1 A. Am I allowed to have a snack or
2 no?

3 Q. Yeah, sure.

4 Do you need a minute?

5 A. No. No. Just having a piece of
6 pound cake.

7 Q. Are you sure you don't want to
8 take a minute? You're going to be eating.
9 You're going to be answering questions
10 too, though.

11 A. I chew very quickly.

12 Q. All right. I've added another
13 document to the chat box and put it up on
14 share screen. I'd like to mark this as
15 Exhibit 12.

16 A. Okay.

17 Q. So, Mr. Goldner, let me ask you
18 again: Are you familiar -- I'll scroll
19 down this document. Please let me know if
20 you're familiar with it.

21 A. Same answer as before. I've
22 never seen this specific document, but I
23 have filed a trademark for Webcomic Name
24 in this category.

25 Q. I'm going to scroll up, and

1 we'll talk about the category. This
2 category is Number 28, correct?

3 A. Yes.

4 Q. And have -- just directing your
5 attention to the top of Exhibit 12, do you
6 see where it states, service mark
7 statement of use?

8 A. No -- yes. Yes, I do. Yes.
9 Yes. Yes.

10 Q. Okay. Okay. Do you recall
11 filing a service mark statement, statement
12 of use for Webcomic Name under class 28?

13 A. I don't remember doing it, but
14 it says that I did. So I did. Just
15 because I don't remember filing the
16 document doesn't mean I didn't do it. My
17 signature's on the page.

18 Q. Scroll down. Okay. When you
19 say your "signature's on the page," you're
20 referring to declaration signature, and
21 then there's Marc Goldner between two
22 forward slashes, correct?

23 A. Signature's principal of the
24 entity. That's --

25 Q. Okay. Okay. So again, we're

1 looking at a document that has blue
2 numbering up at the top caption just so
3 we're on the same page, and this is page 5
4 of 10 of Exhibit 12, correct?

5 A. Okay.

6 Q. Do you need me to -- I'm going
7 to -- okay. And did you upload this
8 document in connection with the statement
9 of use -- or pardon me. Let me strike
10 that and rephrase it.

11 Did you upload this picture in
12 conjunction with this statement of use?

13 A. I don't recall, but if it's
14 there I must have. I don't remember doing
15 it, but -- I'm not a designer so I didn't
16 make this file. I'm not a graphic
17 designer, but if it's here it was
18 uploaded. And if I signed it then I must
19 have uploaded it and don't remember.

20 Q. Do you know if you were the
21 individual who obtained this photograph?

22 A. This is not a photograph.

23 Q. Okay. What would you call it?
24 A picture? How would you like to refer to
25 it?

1 A. This is a graphic design file.

2 This is a --

3 Q. Okay.

4 A. -- graphic design file.

5 Q. Do you know if you were the
6 individual that obtained this graphic
7 design file?

8 A. What do you mean "obtained"?

9 Q. Where did you get this from?

10 A. Rachel deals with all the art
11 files so I probably got it from her.
12 Anything that is submitted to the USPTO or
13 really any type of thing Rachel handles.

14 Q. Do you know what this graphic
15 design file shows?

16 A. Yes. It's a tag for a stuffed
17 animal.

18 Q. And it's a tag for a Webcomic
19 Name stuffed animal, correct?

20 A. That is correct.

21 Q. Do you know if Mr. Norris
22 provided this?

23 A. I have no idea.

24 Q. Could you -- again, could you
25 tell me what Ms. Korsen's responsibility

1 is with respect to artwork that's
2 submitted to Golden Bell Entertainment for
3 purposes of uploading trademark
4 applications?

5 A. So Rachel is the first and lead
6 artist of Golden Bell Entertainment.
7 She's -- her and I have been working on
8 everything from comics to games to toys,
9 design, graphic design, art, concept,
10 pitches since 2014 or possibly even
11 before. She got her BFA at Ohio State.
12 She got her master's in arts management at
13 Carnegie Melon. She's an artist, a
14 graphic designer. She runs operations.
15 We exchanges hundreds of thousands of
16 messages over the years. I don't remember
17 if she is the one that sent me this file.
18 Possibly. I have no idea.

19 Q. Do you know if Mr. Norris -- I'm
20 sorry -- strike that.

21 We'll move on to the next one.
22 Okay. We're on page 6 of 10 of
23 Exhibit 12, correct?

24 A. Okay. We can be there. Yep.

25 Q. There is -- well, let me ask you

1 this: Do you -- can you describe for me
2 the -- I don't know if it's a picture. I
3 don't know how you would like to describe
4 it. First off, let's start with that.
5 How would you at define -- I'll call it a
6 picture -- that's on page 6 of 10 of this
7 exhibit?

8 A. This is a concept pitch for what
9 could be a game box design for a front of
10 the box for the game for Webcomic Name.
11 It's a concept pitch that was not
12 approved. We said it looks cool, but it's
13 far away from being a complete file.
14 There's no sides of the box, there's no
15 bottom of the box, but this was a sample,
16 a concept pitch -- which is often done in
17 entertainment -- to -- what the aesthetics
18 and the design look will be that will be
19 conveyed, and then there's often market
20 testing based on market research and data
21 analytics, if it tests well with an
22 audience and it resonates with the target
23 market to see if that will wind up being
24 the box art that is used -- which it turns
25 out it will not be.

1 Q. Okay. Do you know where this --
2 and I'm just -- for shorthand, I'm going
3 to refer to this as a picture.

4 A. It would be better if it was a
5 concept box.

6 Q. But what is -- what has actually
7 been or what has been uploaded with this
8 statement of use is a picture and so
9 that's simply what I'm going refer to it.
10 If there's something else that you think
11 is more accurate, I have no problem
12 calling it that.

13 A. I just disagree that it's a
14 picture, but --

15 Q. We can -- I can call it -- I'm
16 not trying to argue with you. I can call
17 it the concept. It really makes no
18 difference just so long as I know what I'm
19 actually referring to. So again, same
20 question: Do you know where this concept
21 was obtained from?

22 A. I believe from WhatsApp from
23 Alex Norris, and it was also emailed
24 low-res, low resolution file, in email and
25 it was not layered and -- yeah, I believe

1 it was sent in email and in WhatsApp.

2 Q. Sent in email and in WhatsApp
3 from Mr. Norris?

4 A. Correct. To my memory. I know
5 he sent it in WhatsApp for sure in the
6 group chat for Webcomic Name that Rachel,
7 Rob and I were in with Alex, and I believe
8 he sent it also on email. I'm not
9 100 percent sure, but I think he did. And
10 if he did, it would be in discovery.

11 Q. Okay. And at any time was there
12 discussion with Mr. Norris about
13 submitting this concept with United States
14 Patent and Trademark Office?

15 A. On a February 26, 2018, call
16 with Alex he was well aware that we were
17 filing and had the trademark to Webcomic
18 Name, the game and stuffed category, and
19 he replied, okay. Sure.

20 He knew about it. It was on a
21 call. So yes, he did know that we had the
22 trademark to Webcomic Name. This
23 shouldn't come as a surprise.

24 Q. Okay. Okay. And moving down to
25 the next page, page 7 of 10, this is a

1 picture, correct?

2 A. This is the pink butt plush. On
3 the back there is a butt.

4 Q. Okay. And this is -- this was
5 uploaded with the statement of use for
6 this particular application, correct?

7 A. Yeah. This is based on the
8 design concept art that Alex had submitted
9 to be made into a stuffed animal which we
10 had sampled and edited numerous times.

11 Q. And did Alex send you this
12 picture?

13 A. No. No.

14 Q. Where'd you get this picture?

15 A. From one -- from Rachel because
16 she deals with all the actual, physical
17 design work.

18 Q. Okay. So then did Rachel create
19 this plushy?

20 A. So Rachel did the overlays, the
21 design, the editorial. She didn't hand
22 stitch it if that's what you're asking.
23 She's one of the co-creators, designers of
24 the toy.

25 Q. Who hand stitched it?

1 A. A factory in China.

2 Q. How many of these did you get
3 from that factory in China?

4 A. I believe there have been five
5 samples made which you all have the
6 pictures of in discovery. There's the
7 pink blob butt plush, the sexy plush, the
8 orange blob with the hands down instead of
9 like the pink blob with the hands up,
10 there's the cat and the there's the double
11 sided speech bubble which has "oh no" on
12 one side and "okay" on the other side.
13 There may have been, like, two or three
14 bogus samples that were, like, designs
15 that we scrapped because the color wasn't
16 correct or the fabric wasn't good, but
17 those, even the ones that we wound up not
18 using as final designs, have been
19 submitted in discovery.

20 Q. Was this -- was this a final
21 design, this picture on page seven?

22 A. I can't say for sure. Rachel
23 deals with that, but I think this is the
24 one that's final. I'm not 100 percent
25 sure, though. I'd have to ask her.

1 Q. Okay. And page eight, can you
2 describe me what this is a picture of?

3 A. This is the double-sided speech
4 bubble that says "oh no" and on the other
5 side "okay."

6 Q. And is this the final sample
7 that was created by a factory in China?

8 A. I don't know if there was
9 further editorial on, like, the color or
10 the fabric but it looks like it was
11 embroidered. If you can zoom in, usually
12 embroidery showed that something is final.
13 I'm not 100 percent sure, but it looks
14 like this is embroidered and not screen
15 printed because we try to have highest
16 quality products. And we think embroidery
17 kind of signifies that because screen
18 printing can just wash away.

19 Q. Okay. Do you know if -- was it
20 Ms. -- oh, hold on. Sorry. Something
21 just popped up. I'm going to go back.
22 Okay. Mr. Goldner, we -- my -- I had to
23 turn my screen sharing off for a second,
24 but we're back. We're back on page eight
25 of Exhibit 12. Was it Ms. Korsen who sent

1 you this picture?

2 A. Usually, she's the one that
3 sends me art files or design files, as I
4 said.

5 Q. Okay.

6 A. It could have been sent by the
7 factory too. I don't remember what -- I
8 have -- literally have received tens of
9 thousands of files throughout the years.
10 I don't remember what individual person
11 sent me files back and forth. The reason
12 I know about the Webcomic Name concept box
13 is because Alex drew it so he's the only
14 one that could have sent it.

15 Q. We're on page nine now.

16 A. Okay. Okay.

17 Q. Is this -- sorry. Hold on.

18 A. Same convention picture as
19 before. Yep.

20 Q. Yeah. That was my only
21 question, if this is the same convention
22 picture as we looked at previously.

23 A. It looks like it. I mean, you'd
24 have to compare the two to see if they're
25 identical from different angles, but it

1 looks 99 percent the same.

2 Q. Okay. Let me -- okay. I'm
3 going put Exhibit 7 back up and just ask
4 you if -- and I think 12 I have up as
5 well. If I -- I'm going to tab over to 12
6 and then back to 7 and ask you to compare
7 and let me know if those are the same
8 pictures.

9 A. They look like the same pictures
10 to me. What's your question about it?

11 Q. That was it.

12 A. It looked like the same.

13 Q. Okay. Okay. So I've added
14 another document to the chat box, and I
15 have -- we'll put up -- and to the extent
16 I did not do so, the exhibit we were
17 looking at previously, I've marked as --
18 I'd like to mark as Exhibit 12.

19 A. Okay.

20 Q. I'll mark this document as
21 Exhibit 13. So, Mr. Goldner, is this --
22 you'll see that the top notes that this is
23 response to office action.

24 A. Okay.

25 Q. And this is for the literal

1 element "oh no," correct?

2 A. Okay.

3 Q. And did you file an application
4 for the literal element "oh no" with the
5 USPTO?

6 A. It says I did. It's possible
7 that one of our attorneys at the time had
8 assisted with this because it's a little
9 bit later when Alex started to become
10 noncooperative and ignoring our emails.
11 So I don't know if I had handled all of it
12 or if one of our attorneys had helped us
13 at the time.

14 Q. Okay. And this was filed in
15 class 16, correct?

16 A. If that's what it says. The
17 document should speak for itself. I don't
18 know where you're looking at but if the
19 document says it then that's the
20 classification.

21 Q. Do you recall signing this
22 response to office action on or around
23 November 18, 2019?

24 A. I don't specifically recall
25 signing it, no.

1 Q. Do you have any reason to doubt
2 that you signed this response to office
3 action?

4 A. It's possible that one of our
5 attorneys signed it on my behalf.

6 Q. Without giving me the content of
7 any communications between you and any
8 attorneys, which attorneys would have
9 signed for you on -- signed this on your
10 behalf?

11 A. I know that Robert Garson.

12 THE WITNESS: Jerry, am I
13 allowed to talk about attorneys?

14 MR. FOX: You can name the party
15 that you think assisted you or filed
16 it. You're not to discuss any advice
17 they gave you.

18 THE WITNESS: Okay.

19 A. Kevin Carlai and Robert Garson
20 who were two of the attorneys on this case
21 before were very involved with this and
22 they're the ones that sent the cease and
23 desist letter and who was dealing with
24 brand previously.

25 Q. Okay. So it may have been you,

1 it may have been Mr. Garson, it may have
2 been Mr. Carlai who signed this trademark
3 application, correct?

4 A. It's possible. I don't remember
5 who was it. It very well could have been
6 me. I'm not saying it wasn't. I'm saying
7 I don't remember because there was so much
8 communication about this that I don't
9 remember who specifically signed it. I'm
10 obviously aware of it if that's what
11 you're asking.

12 Q. Okay. Okay. So again, we're
13 using the page numbering at the top
14 caption. We're on page 5 of 16 of
15 Exhibit 13.

16 A. Yep.

17 Q. Can you tell me the -- what the
18 picture on page 5 of 16 is?

19 A. This is one of the several pages
20 of our catalog that contained Webcomic
21 Name's products including the -- including
22 but not limited to the game, the plush
23 toys. Does that answer your question?

24 Q. Yeah. You said it's -- it is a
25 part of your catalog; is that correct?

1 A. Yes. Which has been submitted
2 into discovery.

3 Q. And who created that page --
4 this page of the catalog?

5 A. Some of the art was created by
6 Alex and Rachel handles the,
7 quote/unquote, master catalog file. She's
8 the main designer of the catalog.

9 Q. Okay. Do you know if Mr. Norris
10 provided this directly to Golden Bell
11 Entertainment for use in this application?

12 A. I have no idea. Again, not that
13 this would matter; he assigned the rights.
14 He knew that we were using assets for
15 Webcomic Name for everything. This wasn't
16 a secret. We had phone calls about this.
17 He knew we were using the comics to create
18 a catalog.

19 MR. FOX: Yeah. Marc, again,
20 unless that's an answer to a question
21 it's unnecessary.

22 THE WITNESS: Okay.

23 MR. FOX: It's another comment,
24 you know, affirmative which is not
25 allowed in depositions.

1 THE WITNESS: Sorry.

2 Q. So the next page, page six is --
3 I believe it's the concept for the box of
4 the board game. We've already discussed
5 this, correct?

6 A. Yep, we discussed this.

7 Q. And page seven, this is the
8 green plushy "oh no" on the front. We've
9 already discussed this as well, correct?

10 A. We've already discussed this,
11 yes, sir.

12 Q. Okay. Now can you tell me what
13 page eight is meant to convey?

14 A. This is Alex infringing on some
15 of our rights and breaching the option by
16 selling a book on his website that we had
17 an option to. That's what this image is.

18 Q. Did you obtain this picture?

19 A. From the website, yes.

20 Q. And you obtained it by getting a
21 screenshot from the ohnoshop.com website?

22 A. Yes. Since Alex didn't transfer
23 the domain which he was supposed to in the
24 contract.

25 Q. And so I guess that leads to my

1 next question, that he refused to provide
2 this picture to you, correct?

3 A. It's a -- this is public
4 information. This is his website that we
5 acquired, that he failed to give us access
6 to.

7 Q. Okay. But he -- I'm sorry. You
8 just answered. Move on to the next one.

9 Do you recall the date on which
10 you took this screenshot?

11 A. No, no clue. It's definitely
12 before the date that it was filed. That's
13 for sure.

14 Q. Okay. So the next -- pardon
15 me -- the next picture on page nine, can
16 you describe to me what this is meant to
17 convey?

18 A. This is the banner from the
19 picture from the convention that we looked
20 at before.

21 Q. Okay. Did Mr. Norris have any
22 part in creating this?

23 A. Absolutely. He designed the
24 concept box. He did the drawings,
25 InDesign concepts for the butt plush and

1 the sexy blob, the oh no pillow. Yeah, I
2 mean, he was a very big person that was, I
3 guess, part of the creation of this
4 banner.

5 Q. Page 10, is this another
6 screenshot that you took from the
7 ohnoshop.com?

8 A. Yes, this is a screenshot of him
9 breaching our option. Yes.

10 Q. Okay. This is a screenshot that
11 you took, correct?

12 A. Yes, that's correct.

13 Q. Mr. Norris had refused to
14 provide you the domain to this website,
15 correct?

16 A. That's correct.

17 Q. Okay. Same questions about
18 Number 11: This is a screenshot you took
19 of the ohnoshop.com, correct?

20 A. Same answers as before.

21 Q. And this is also a screenshot
22 you took of the ohnoshop.com, correct?

23 A. And this is also a primary
24 illustration showing how we were never
25 trying to take away his livelihood as we

1 allowed him to continue to sell prints of
2 the comics that we obtained the copyright
3 to.

4 Q. So let me ask you this: When
5 did you take this screenshot?

6 A. Before the date that says filed.
7 So before 8/6/20 -- or on that date, on or
8 before August 6, 2020.

9 Q. Well, let me -- just so we're
10 clear, that's -- let me scroll up. We're
11 on page 12. I want to go back. And just
12 so we're on the same page, do you see the
13 box, date signed, November 18, 2019?

14 A. I see the date filed is
15 August 6, 2020, at the top of the page on
16 page 12.

17 Q. Okay. Well, I'm looking at date
18 signed.

19 A. Then what is August 6, 2020?
20 Because that says filed.

21 Q. Okay. Let's -- so this is --
22 well, we won't get into this. So let me
23 go back down to -- okay. Did you obtain
24 Mr. Norris's permission before taking this
25 screenshot on page 12?

1 A. I did not ask him to take a
2 screenshot of the website.

3 Q. I'm sorry. I missed that last
4 part. You said you did not?

5 A. I did not ask him, can I take a
6 screenshot of a website that is publically
7 available, no.

8 Q. Okay.

9 A. It just shows that in use.

10 Q. Again, this is a screenshot that
11 you took -- pardon me -- page 13 is a
12 picture of a screenshot that you took of
13 the ohnoshop.com website, correct?

14 A. This is the same answers as
15 before. It's the same --

16 Q. I know, but you know I have to
17 go through this drill. So just -- I'll
18 try to make it quick. Did you obtain
19 permission from Mr. Norris before taking
20 the screenshot?

21 A. I did not ask him to take a
22 screenshot of the website.

23 Q. Okay. Okay. And page 14 is
24 also a screenshot you took of the
25 ohnoshop.com website, correct?

1 A. Yes. Same answer as before.

2 Q. Same answer as before in that
3 Mr. -- you did not obtain Mr. Norris's
4 permission to take that screenshot,
5 correct?

6 A. We didn't need to obtain his
7 permission to take a screenshot of a
8 website of a brand --

9 Q. So that's yes or no.

10 A. I just answered. I do not have
11 to ask him.

12 Q. Okay. Page 15, this is another
13 screenshot you took of the ohnoshop.com
14 website, correct?

15 A. Yes. This is one of my
16 favorites. This is where he's posting the
17 book that he told us we have an option to
18 and making it a sticker sheet and selling
19 it when he doesn't have the rights to it.
20 Yes, I remember this one.

21 Q. And you didn't ask his
22 permission before taking the screenshot,
23 right?

24 A. No, he didn't ask our permission
25 to post that on his website for sale. You

1 have it backwards.

2 Q. And then page 16, this is a
3 screenshot you took of the ohnoshop.com
4 website, correct?

5 A. Yes. This is the same thing,
6 yes. Same website.

7 Q. And this is -- you did not
8 obtain Mr. Norris's permission before
9 taking this screenshot, correct?

10 A. Again, Alex didn't have
11 permission to be posting this which is our
12 work so you have it backwards.

13 Q. And you did not -- with respect
14 to any of the screenshots from the
15 ohnoshop.com website, you did not obtain
16 his permission prior to uploading these
17 pictures, correct?

18 A. That's not true. He knew that
19 we were uploading the box file that he
20 made. That's why he sent us a concept
21 box. He knew that we had the trademark as
22 per the February 26, 2018, recording that
23 we told him that we have the trademark and
24 copyright, and he said, sure, okay, or
25 something similar in that regard. So he

1 knew -- I don't really know what you're
2 asking. He knew that we filed for --

3 Q. Let me make sure we're clear
4 because I asked something a little bit
5 different. I'm only talking about the
6 ohnoshop.com screenshots that you took.
7 I'm not talking about the concept box.

8 A. I don't know if I asked him,
9 hey, Alex -- there's no reason that I
10 would have ever asked, hey, Alex can I
11 screenshot the ohnoshop.com? There's no
12 reason I would have ever asked him that.

13 Q. But my question is a little
14 different. It's about uploading the
15 pictures.

16 A. What's the difference between
17 asking to take a screenshot and uploading
18 the pictures?

19 Q. Well, perhaps there's none. I
20 just want to make clear that you either
21 did or did not ask for permission to
22 upload the ohnoshop.com screenshots before
23 uploading?

24 A. But if there's no difference and
25 I'm answering and then you're asking me to

1 answer in your way, it seems that we're
2 saying the same thing.

3 Q. No, you're --

4 MR. FOX: Marc. Marc. Marc.
5 Marc. Marc. Marc. You cannot argue
6 with Counsel. You're not allowed to
7 do that. You're not the judge.
8 You're a witness, and the judge will
9 expect you to act like one. When he
10 asks you a question, whether you think
11 you've -- you know, whether you think
12 that you answered it or that the same
13 answer would apply, just answer the
14 question again, and just answer it.
15 Because when you make these remarks,
16 the judge will be very offended.
17 You're not allowed to comment,
18 criticize, make editorial comments.

19 You know, Counsel asked a
20 question; you might think it's a
21 ridiculous question. It doesn't
22 matter. You have to answer it.

23 THE WITNESS: Okay.

24 A. Same answer applies then.

25 Q. Okay. Okay.

1 MR. KUNST: So let me go back
2 through my notes and see how much more
3 I have. Can we take -- can we go --
4 take 15 minutes. We'll go to 3:00 and
5 we'll see how much more, if any, I
6 have.

7 Gerard, you're muted. Yeah,
8 we're good. All right. Let's go off
9 the record. We'll come back at 3.

10 MR. FOX: Yeah, we'll come back
11 at 3. Thanks.

12 THE VIDEOGRAPHER: This
13 concludes media Number 3. The time is
14 2:43. We're off the record.

15 (Whereupon, a recess was taken.)

16 THE VIDEOGRAPHER: This begins
17 media Number 4. The time is 3:03. We
18 are on the record.

19 MR. KUNST: Okay. I just --
20 back on the record just so everybody
21 knows I'm done with my line of
22 questioning.

23 MR. FOX: Oh, great. Well,
24 fantastic. Well, thank you very much,
25 Counsel. You're very efficient.

1 And, you know, look, I think
2 Mr. Goldner has not had a lot of
3 litigation experience, but he's
4 learning as he goes along how this
5 process works and how it doesn't.

6 I really appreciate the court
7 reporter and the videographer's
8 patience.

9 THE WITNESS: Thank you,
10 everyone.

11 THE VIDEOGRAPHER: This
12 concludes today's deposition given by
13 Marc Goldner. The total number of
14 media units used was four and will be
15 retained by Veritext. We are off the
16 record at 3:03.

17 (Deposition concluded at
18 3:03 p.m.)

1 I have read the foregoing transcript
2 of my deposition, and find it to be
3 true and accurate to the best of my
4 knowledge and belief.

5

6

7

8 -----
MARC GOLDNER

9

10 Sworn and subscribed to before me,

11 On this _____ day

12 of _____, 2022.

13

14

15

16 Notary _____

17 My Commission Expires _____

18

19

20

21

22

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24

25

I N D E X

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Attorney Mr. Kunst from Gallet Dreyer & Berkey LLP has retained all exhibits.		

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CERTIFICATION

I, Garry J. Torres, a Notary Public
for and within the State of New York, do
hereby certify:

That, Marc Goldner, the witness whose
testimony as herein set forth, was duly
sworn by me; and that the within
transcript is a true record of the
testimony given by said witness.

I further certify that I am not
related to any of the parties to this
action by blood or marriage, and that I am
in no way interested in the outcome of
this matter.

IN WITNESS WHEREOF, I have hereunto
set my hand this 7th day of September,
2022.



GARRY J. TORRES

* * *

CASE NAME: ALEXANDER NORRIS d/b/a
 WEBCOMIC NAME -v- Marc Goldner et al.
 DATE OF DEPOSITION: AUGUST 24, 2022
 WITNESS' NAME: MARC GOLDNER

[illegible]

SUBSCRIBED AND SWORN TO
BEFORE ME THIS _____ DAY
OF _____, 2022.

NOTARY PUBLIC
MY COMMISSION EXPIRES

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Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

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